DOCUMENT RESUME

ED 296 745 JC 870 507

TITLE Collective Bargaining Agreement between the Board of Trustees of Regional Community Colleges and the Congress of Connecticut Community Colleges, July 1, 1984 to June 30, 1987.

INSTITUTION National Education Association, Washington, D.C. Research Div.

PUB DATE [84]

NOTE 91p.

PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01/PC04 Plus Postage.

DESCRIPTORS *Collective Bargaining; *College Faculty; Community Colleges; *Contracts; *Employment Practices; Faculty Promotion; Faculty Workload; Fringe Benefits; Grievance Procedures; Job Layoff; Leaves of Absence; Personnel Policy; Teacher Dismissal; Teacher Salaries; Two Year Colleges; Unions

IDENTIFIERS *Connecticut; National Education Association; *NEA Contracts

ABSTRACT

The collective bargaining agreement between the Board of Trustees of Regional Colleges and the Congress of Connecticut Community Colleges, the sole bargaining agent for all professional employees in the colleges, is presented. The 25 articles in the agreement set forth provisions related to employee, board, and union rights; deduction of dues and service fees; academic freedom; grievance procedures; personnel files; faculty appointments and reappointments; working conditions and workload; teacher evaluation; promotion; termination or reassignment for special reasons; separation because of incapacity; transfer and program/campus restructuring; dismissal and discipline; personal and professional leaves of absence; holidays and vacations; salary and fringe benefits; the labor management committee; the extent, term and duration of the agreement; and a savings clause. Provisions related to part-time faculty and a salary schedule are appended. (AYC)

****
* Reproductions supplied by EDRS are the best that can be made *
* from the original document. *
****

ED296745

COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE BOARD OF TRUSTEES OF REGIONAL COMMUNITY COLLEGES

AND THE CONGRESS OF CONNECTICUT COMMUNITY COLLEGES

JULY 1, 1984 - JUNE 30, 1987

Collected by the National Education Association,
Washington, DC.

IC 870 507

"PERMISSION TO REPRODUCE THIS MATERIAL HAS BEEN GRANTED BY

S. Edgar

TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)."

BEST COPY AVAILABLE

U.S. DEPARTMENT OF EDUCATION
Office of Educational Research and Improvement
EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)

☐ This document has been reproduced as received from the person or organization originating it.

☒ Minor changes have been made to improve reproduction quality.

• Points of view or opinions stated in this document do not necessarily represent official OERI position or policy.

TABLE OF CONTENTS

AGREEMENT

		Page
	PREAMBLE	1
ARTICLE I	RECOGNITION	1
ARTICLE II	EMPLOYEE RIGHTS	1
	Section 1. Collective Bargaining Rights	1
	Section 2. Nondiscrimination as Required by Law	1
	Section 3. Gender	2
	Section 4. Redress	2
ARTICLE III	RIGHTS OF THE BOARD OF TRUSTEES.	2
ARTICLE IV	RIGHTS OF THE CONGRESS	2
	Section 1. Use of Facilities	2
	Section 2. Chapter Meetings	3
	Section 3. Congress Activity	3
	Section 4. Meetings of the Board	4
	Section 5. Position Openings	4
ARTICLE V	DEDUCTION OF DUES AND SERVICE FEES	4
	Section 1. Dues	4
	Section 2. Service Fees	4
	Section 3. Calculation/Payment Schedule	5
	Section 4. Rebate	5
	Section 5. Summer Salaries	5
	Section 6. Payroll Deduction	5
ARTICLE VI	ACADEMIC FREEDOM	5
ARTICLE VII	GRIEVANCES	6
	Section 1. Informal Adjustments	6
	Section 2. Grievance Procedure	7

3

		Page
ARTICLE VII (Continued)		
Section 3.	Mediation Panel	8
Section 4.	Arbitration	8
ARTICLE VIII	MAINTENANCE OF RECORDS	11
Section 1.	College Files	11
Section 2.	The Office of the Board Files	12
Section 3.	Limitations	12
ARTICLE IX	APPOINTMENT AND REAPPOINTMENT	13
Section 1.	Types of Appointments	13
Section 2.	Authority to Appoint and Reappoint.	14
Section 3.	Nonreappointment of Standard Appointments	14
Section 4.	Tenure	14
ARTICLE X	WORKING CONDITIONS AND WORK LOAD	17
Section 1.	Duties of All Professional Staff	17
Section 2.	Specific Duties of Teaching Faculty	17
Section 3.	Work Load, Hours of Work, and Work Year of Teaching Faculty	19
Section 4.	Specific Duties of Nonteaching Professional Staff	21
Section 5.	Work Load, Hours of Work, and Work Year of Nonteaching Professional Staff	21
Section 6.	General Provisions	22
ARTICLE XI	EVALUATION	24
Section 1.	Criterion	24
Section 2.	Periodic Evaluation	24
Section 3.	Optional Peer Evaluation	25
Section 4.	Staff Improvement	25
Section 5.	Opportunity to Discuss Evaluation	25
Section 6.	Evaluation Forms	25

		Page
ARTICLE XII	PROMOTION	25
	Section 1. Definition	25
	Section 2. Eligibility	25
	Section 3. Salary	26
	Section 4. Procedures for Promotion	26
	Section 5. Merit Recognition	29
ARTICLE XIII	TERMINATION OR REASSIGNMENT FOR SPECIAL REASONS	29
	Section 1. Definitions	29
	Section 2. Negotiations	29
	Section 3. Standard for Selection	29
	Section 4. Notice	30
	Section 5. Effect on Tenure	30
	Section 6. Placement or Recall	30
	Section 7. Statement to Employee	31
	Section 8. Employer Decision	31
ARTICLE XIV	SEPARATION BECAUSE OF INCAPACITY	32
ARTICLE XV	TRANSFER AND RESTRUCTURING	32
	Section 1. Definition	32
	Section 2. Application for Transfer	32
	Section 3. Tenure	32
	Section 4. Restructuring	32
ARTICLE XVI	DISMISSAL AND DISCIPLINE	32
	Section 1. Dismissal	33
	Section 2. Discipline	33
	Section 3. Suspension Pending Discipline or Discharge	34
	Section 4. Investigatory Interview	34

ARTICLE XVII SABBATICAL LEAVE AND FULL-TIME LEAVE FOR PROFESSIONAL DEVELOPMENT . . . . . .

Section 1. Preamble . . . . . .

Section 2. Eligibility and Conditions . . . . . .

Section 3. Rights . . . . . .

Section 4. Number 35

Section 5. Sabbatical Leave and Professional Development Committee 36

Section 6. Procedure 36

Section 7. Board Action 37

ARTICLE XVIII SHORT-TERM AND PARTIAL LEAVE FOR PROFESSIONAL DEVELOPMENT 37

Section 1. Short-Term Leave 37

Section 2. Partial Leave 38

ARTICLE XIX OTHER LEAVES 38

Section 1. Leave of Absence Without Salary 38

Section 2. Sick Leave 38

Section 3. Special Leave 39

Section 4. Personal Leave 39

Section 5. Leave for Civil Obligations 40

Section 6. Maternity and Parental Leave 40

Section 7. Miscellaneous Leave Provisions 41

ARTICLE XX HOLIDAYS AND VACATIONS 41

Section 1. Holidays 41

Section 2. Vacations 42

		Page
ARTICLE XXI	SALARY AND FRINGE BENEFITS	43
	Section 1. Salary	43
	Section 2. Longevity	44
	Section 3. Retraining and Professional Development	45
	Section 4. Insurance and Retirement Benefits	46
	Section 5. Workers' Compensation	49
	Section 6. Travel Expenses and Reimbursements	49
	Section 7. Death Benefit	50
	Section 8. Tuition Waiver	50
	Section 9. No Lapses	50
ARTICLE XXII	LABOR MANAGEMENT COMMITTEE	50
ARTICLE XXIII	EXTENT OF AGREEMENT	51
ARTICLE XXIV	SAVINGS CLAUSE	51
ARTICLE XXV	TERM AND DURATION OF AGREEMENT	52
	APPENDICES A-D	54
	APPENDIX E AGREEMENT FOR PART-TIME EMPLOYEES	62
	SUPPLEMENTAL LETTERS OF AGREEMENT	65
	INDEX	75

PREAMBLE

The intent of both parties in carrying out their responsibilities is to promote the quality and effectiveness of education in the Connecticut Regional Community College System. This objective is best accomplished by a good faith cooperative and collegial relationship in the system and on each campus. This preamble is a statement of intent and not subject to grievance and arbitration.

AGREEMENT, made and entered into this 9th day of April, 1985 by and between the Congress of Connecticut Community Colleges, hereinafter referred to as "the Congress" or "the union," and the Board of Trustees of Regional Community Colleges and the State of Connecticut, hereinafter referred to as "the Board" or "the employer."

ARTICLE I

RECOGNITION

The Board recognizes the Congress as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to salaries, hours, and other conditions of employment for all professional employees in the bargaining unit presently or hereafter employed by the Board as set forth in the certification issued by the Connecticut State Board of Labor Relations in Case No. SE-3259 on December 17, 1975 and the Recognition Agreement in Case No. SE-3259 issued on January 28, 1975, Case No. SE-4669 issued on November 3, 1978, and Case No. SE-8181 issued on December 4, 1984.

Should additional colleges, branches, or teaching locations be established, all professional staff members employed therein by the Board who are in positions in the unit as defined pursuant to the aforementioned certification and Recognition Agreement shall be covered automatically by the terms of this Agreement.

ARTICLE II

EMPLOYEE RIGHTS

Section 1. Collective Bargaining Rights

The Board will not discriminate, interfere, restrain or coerce professional staff members in the bargaining unit or in any way infringe upon their rights pursuant to Sections 5-270 et seq. of the General Statutes. The Congress shall represent all professional staff members in the bargaining unit without discrimination, interference, restraint or coercion, or in any way infringing upon their rights pursuant to Sections 5-270 et seq. of the General Statutes.

Section 2. Nondiscrimination as Required by Law

The Board and the Congress shall continue their policy of not discriminating against any member of the bargaining unit on the basis of race, religion, physical disability, criminal record, national origin, sex (including sexual harassment), sexual orientation, age, marital status, political affiliation, or retaliation, as required by any federal or Connecticut statute or regulations pursuant thereto. The parties acknowledge their mutual support of the concept of affirmative action.

In the event that a problem arises between the parties concerning affirmative action, it may be raised at a meeting between the union and representatives of the Board but not through the grievance and arbitration provisions of this Agreement.

Section 3. Gender

All references to bargaining unit members in the Agreement designate both sexes, and whenever gender is specified it shall be construed to include male and female employees.

Section 4. Redress

In the event there is an allegation by the Board, the Congress, or a member of the bargaining unit that Section 2 of this Article is violated, the matter may be raised pursuant to the grievance procedure in this Agreement provided, however, that in the event the matter is not resolved pursuant to said grievance procedure, rather than proceeding to arbitration, the sole and exclusive means of seeking further redress of the alleged violation shall be the federal and/or Connecticut statute, except in the case of dismissal pursuant to Article XVI, Section 1, or nonreappointment of a fourth or subsequent standard appointment pursuant to Article IX, Section 3.

ARTICLE III

RIGHTS OF THE BOARD OF TRUSTEES

Except as otherwise limited by an express provision of this Agreement, the Board reserves and retains, whether exercised or not, all the lawful and customary rights, powers, and prerogatives of public management. Such rights include but are not limited to: establishing standards of performance of its employees; determining the mission of the system and the methods and means necessary to fulfill that mission, including the discontinuation of services, positions, or programs in whole or in part; the determination of the content of job classifications; the appointment, promotion, and transfer of personnel; determining educational policy, programs and courses; directing employees and determining professional assignments; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of regulations not inconsistent with this Agreement; and the taking of all necessary actions to carry out its mission in emergencies.

ARTICLE IV

RIGHTS OF THE CONGRESS

Section 1. Use of Facilities

The Congress and its duly authorized representatives shall be permitted to confer and transact official Congress business on college property and to use college facilities for meetings and other official business, subject to standard and reasonable rules established by the Board and provided that there is no interference with the instructional program and other operations of the college or the duties of staff members as employees.

No charge shall be made for use of facilities by the Congress provided that there is no cost to the college for such usage. If costs are incurred, they will be borne by the Congress.

The use of facilities does not include the use of equipment, machines, materials, supplies or similar items, or personal services. The foregoing notwithstanding, ditto machines, if such are available at the college, may be used for local chapter purposes only.

The Congress may use the college internal mail service and professional staff mail boxes for purposes of communication, subject to the establishment by the president of standard procedures for general distribution. The Congress may post dated official notices and communications on suitable bulletin boards designated by the president of the college.

Section 2. Chapter Meetings

The Congress shall have the right to schedule one regular and one emergency Congress chapter meeting per month during normal operating hours at a college at times mutually agreeable to the college president and the union. Subject to the operating needs of the college, non-teaching professional staff members shall be allowed to rearrange their schedules to attend such meetings provided, however, that the revised work schedule be approved by the appropriate management representative. Individuals shall not be required to reschedule mutually agreed upon time periods spent in such meetings provided that their work responsibilities are fulfilled. Teaching obligations take precedence over attendance at such meetings. Normal college procedures will be followed in scheduling available space.

Section 3. Congress Activity

A. Leaves of Absence for Union Assignments. The Board of Trustees may grant leaves of absence without pay in accordance with the provisions of Article XIX, Section I of this Agreement to permit Congress assignees to pursue assigned union tasks. Such leaves of absence may be full or part-time, but in total may not exceed two full-time equivalent assignments per fiscal year for the system. Upon return from such leave, the employee(s) shall have the right to purchase back retirement credits for the period of the leave, provided that the employee or the union shall pay the state's contribution for the period of the leave.

The person seeking the leave will apply to the college president. The president will in turn forward the request to the Board, with a statement which indicates the effect of the leave on educational offerings and/or college services to students and includes a recommendation. Such a request must be made three months prior to the opening of a semester and shall not be unreasonably denied.

B. Released Time for Union Business. The Board of Trustees shall grant released time, equivalent to twenty-four (24) credit hours plus additional responsibilities for instructional staff and fourteen (14) hours per week for nonteaching professionals per year, to union officials for the purposes of: (1) investigating and processing grievances; (2) meeting with the Board or its representatives to discuss implementation of this Agreement; (3) conducting other union responsibilites related to collective bargaining and contract administration. The released time will be assigned on a semi-annual basis by the Congress, subject to the following: (1) the Board reserves the right to approve said selection on the basis of the impact of the leave on the college, provided that said approval shall

not be unreasonably denied; (2) the Board will be advised of individuals so designated; (3) released time must be utilized in a manner which is least disruptive of the individual's professional responsibilities and college operations; (4) to this end, prior notice must be given to the appropriate management representative when released time is to be utilized. No teaching professional shall receive more than six credit hours' release from teaching responsibilities in any semester and no nonteaching professional shall receive more than seven hours' release per week.

C. Contract Administration Training/Attendance at Conventions. Congress delegates to contract administration training/union conventions shall have a combined total of twenty-four (24) working days' leave with pay per year, to be distributed by the Congress, to attend said meetings upon thirty (30) calendar days' notice to the president of the appropriate college.

Section 4. Meetings of the Board

Such meetings of the Board or its committees which are public meetings according to law are open to any representative of the Congress. For each such regular or special public meeting, a copy of the agenda will be mailed to the president of the Congress 48 hours after it has been mailed to the Board. Included with the agenda will be reports that are related to agenda items, provided that such reports are public information and have been provided to Board members.

The president of the Congress or his/her designee shall be accorded the privilege of speaking at Board meetings in accordance with Board policy on oral presentations at meetings.

Should the Congress wish to have an item placed on the agenda of a Board meeting, the president of the Congress shall request such in writing of the Executive Director at least three weeks in advance. The Executive Director shall notify the president of the Congress of the Board's disposition of the request. Bargaining unit members have the right to attend meetings of the Board or its committees to the extent provided by law or Board policy. If any right exists under law or Board policy for unit members to participate in such meetings, that right shall be accorded to unit members.

Section 5. Position Openings

The Board shall advise the Congress of all full-time openings in professional positions at any college or at the central office.

ARTICLE V

DEDUCTION OF DUES AND SERVICE FEES

Section 1. Dues

Upon receipt of a professional staff member's written authorization, the Board shall deduct from that staff member's salary each pay period such Congress dues as have been duly established pursuant to the constitution of and certified by the Congress, and remit same promptly to the Congress, together with a list of the names of members from whose salaries such deductions were made.

Section 2. Service Fees

Professional staff members who are not members of the Congress shall be

required as a condition of continued employment to pay a service fee to the Congress each month equal to the regular Congress dues. The Board shall deduct this service fee from such professional staff member's salary each pay period and remit same promptly to the Congress, together with a list of the names of professional staff members from whose salary such deductions were made, unless the professional staff member has arranged another method of payment with the Congress and has so informed the college.

Section 3. Calculation/Payment Schedule

Said dues or fees shall be paid bi-weekly for the life of this Agreement and, in the event of any time lapse in the above arrangements on the part of the employer, shall be deducted and paid retroactively to the Congress.

The employer shall annually provide the Congress with a computer run-off of each member of the bargaining unit, alphabetized, by college to include each employee's name, classification, gross salary and bi-weekly dues deduction (to be calculated by multiplying salary by the appropriate percentage dues rate).

The Congress assumes the responsibility for reimbursing bargaining unit members, upon their request, in the amount of any overpayment of Congress dues or service fees which they may have made due to an incorrect deduction of such dues or fees from their salaries by the employer's agent who is responsible for said deduction.

Section 4. Rebate

In the event any agency or court of competent jurisdiction orders the employer to rebate to employees the service fee or any portion thereof deducted pursuant to Section 2, the union agrees to hold the employer harmless for said deduction by returning the agency fee which has been deducted for the period involved, provided that this provision shall not take effect until any appeal has been exhausted.

Section 5. Summer Salaries

Dues and service fees shall be deducted from the first payment of the summer-session salary at the rate of $9.00 per three-credit course.

Section 6. Payroll Deduction

Pursuant to P.A. 84-405, upon receipt of a professional staff member's written request, the employer shall deduct from that staff member's salary each pay period the requested payments to the Congress' Political Action Committee and remit same promptly to the Congress, together with a list of the names of unit members from whose salaries such deductions were made.

ARTICLE VI

ACADEMIC FREEDOM

The Board of Trustees recognizes that professional staff members are entitled to academic freedom, such that:

(1) Each member of the professional staff is entitled to full freedom in research and in the publication of the results, subject to the adequate

performance of his/her other professional duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

(2) Each member of the professional staff is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject.

(3) The professional staff member is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

The parties agree that the foregoing language is intended to give meaning to a right of professional staff members which is derivative from the interest of the public and must be balanced with the rights of students. Accordingly, the parties agree that interpretations or applications of the foregoing language by any professional association or labor organization shall not be determinative in interpreting this Article.

ARTICLE VII

GRIEVANCES

The Board and the Congress recognize the importance of adjusting grievances fairly without fear of prejudice or reprisal. Accordingly, the Board and the Congress agree that they will encourage the prompt settlement of grievances which may arise between a professional staff member, a group of the professional staff, or the union and the employer. Unless otherwise provided within this Agreement, the orderly processes hereinafter set forth shall be the sole method used for the resolution of all grievances.

Section 1. Informal Adjustments

Whenever possible, problems affecting professional staff members should be adjusted between the professional staff member and the immediate supervisor or within the college structure through the level of president if necessary. Any professional staff member in the bargaining unit may present and discuss his/her complaint with appropriate management representatives and may be represented by the Congress in this process. The Congress may present and discuss with appropriate management representatives any complaint on its own behalf, but not on behalf of a professional staff member or professional staff members. These presentations or discussions shall be entirely informal. Any settlement, withdrawal, or disposition of a complaint at the informal stage shall not constitute a binding precedent in the settlement of similar complaints or grievances. Such matters shall not be deemed grievances and their settlement shall not establish any precedent whatsoever for the resolution of any problems between a professional staff member and the immediate supervisor, the college, or the Board.

If a bargaining unit member believes that a problem or concern constitutes a grievance, he or she may request that the president agree to extend the time for filing the grievance for up to fifteen calendar days, as provided in 2D below.

Section 2. Grievance Procedure

A. Definition. If any professional staff member, group of professional staff members, or the Congress should have a complaint as to the interpretation or application of this Agreement, such complaint shall constitute a grievance subject to settlement pursuant to this Section.

In processing grievances under this Section at Levels One and Two the parties shall not be precluded from considering questions of equity, provided, however, that any resolution based upon equity shall not constitute a waiver of the right to assert appropriate contractual provisions in any like case unless such right is expressly waived in writing by the Executive Director.

B. Union Representation. Grievants shall have the right to representation by the union at each and every level of the procedure outlined in this Section.

When an individual employee or group of employees elects to submit a grievance without union representation, the union's representative shall be provided a copy of the pending grievance and shall have the right to be present at any discussions of the grievance, except that if the employee does not wish to have the union representative present, the union representative shall not attend the meeting but shall be provided a copy of the written response to the grievance and no such response shall constitute an interpretation of this Agreement binding on the union.

C. Steps. A grievance shall be filed on a form mutually agreed upon by the Board and the Congress. If the grievance involves an action of the Board or a matter of general applicability within the system, the grievance may be filed at Level Two, provided however that such grievances must be filed within twenty-eight (28) calendar days after the grievant knew, or should have known, of the act or conditions on which the grievance is based. All other grievances shall be processed in accordance with the following:

1) Level One - President

Within twenty-eight (28) calendar days after he/she knew or should have known of the act or conditions upon which the grievance is based, the grievant shall present the grievance in writing to the president, specifying the facts, rationale, the section or provision of the Agreement alleged to have been violated and remedy sought, provided that this requirement shall not be interpreted to limit the right to amend a grievance. Failure to file the grievance within the time prescribed shall result in a waiver of the grievance. The president or designee shall meet with the grievant for the purpose of resolving the grievance and shall, within fourteen (14) calendar days of receipt of the written grievance, or the meeting with the grievant, render his/her decision and reasons therefor in writing to the grievant and the Congress office.

2) Level Two - Executive Director

If the grievance is not resolved at Level One or the written decision of the president or his/her designee is not rendered within the time specified, the grievant may then appeal the grievance to the Executive Director but, if he/she chooses to appeal to the Executive Director, the grievance shall be

filed within ten (10) calendar days of the receipt of the president's or his/her designee's answer or within ten (10) calendar days after the end of the time specified in Level One for said answer.

Failure to file with the Executive Director within the time specified shall be deemed to be acceptance of the decision rendered at Level One. The Executive Director or his/her designee shall meet with the grievant and shall render a written decision within twenty-one (21) calendar days of receipt of the grievance or the meeting with the grievant.

D. Extension of Time Limits. Any of the specified time limits may be extended by mutual agreement between the grievant or his union representative and the chief executive officer, president, or Executive Director, as the case may be, provided, however, that in no case shall the period of time for filing a grievance be extended more than an additional fifteen (15) calendar days except by the Executive Director or his/her designee. Any extension shall be in writing.

E. Appearances. Whenever possible, grievance meetings shall be scheduled so as not to interfere with professional responsibilities of individuals involved. If it is necessary to meet with the employer during working hours, the grievant, one union representative who is a member of the bargaining unit, and necessary witnesses may attend without loss of time or compensation for such meetings.

F. Information. Upon reasonable notice, the Board shall make available to the Congress any relevant information as provided by applicable law.

G. Remand. In the event that new information is introduced or new arguments presented at Level Two the matter may be remanded to Level One for further consideration.

Section 3. Mediation Panel

There shall be a bipartite mediation panel which shall consist of two members selected for the Board and two members selected for the Congress. The panel shall be selected from two lists established in advance by the parties. Within sixty (60) days of the signing of this Agreement and whenever necessary thereafter, representatives of the parties shall meet to designate the individuals to be placed on said lists. The parties may by mutual agreement submit a grievance which has not been resolved at Level Two to the panel which shall hear the positions of the respective parties and endeavor to effect an amicable resolution. In the event that resolution is not possible, the sole authority of the panel shall be to make a confidential report and recommendation to the Executive Director with a copy to the Congress. The Executive Director shall within fourteen (14) calendar days after receipt of the report of the mediation panel render his decision and reasons therefor to the grievant with a copy to the Congress.

Section 4. Arbitration

A. Notice. If the grievance is not resolved satisfactorily to the grievant at Level Two of the grievance procedure set forth in Section 2 of this Article, or in the mediation process, the Congress may proceed to arbitration by filing a written notice by certified mail with the Executive Director. Such notice must be postmarked within thirty (30) calendar days after receipt by the grievant of the Level Two or mediation decision or within thirty (30) calendar days of the expiration of the time for said answer, whichever is later.

B. Selection. The parties shall attempt to select an arbitrator by mutual agreement. In the event that the parties do not agree upon an arbitrator within thirty (30) days of the notice provided for in paragraph A above, the grievance may be submitted to the American Arbitration Association, and the arbitrator shall be selected from a panel provided by the AAA pursuant to their rules and procedures. The arbitration shall be conducted under said rules and procedures. The foregoing shall not prevent the parties from otherwise agreeing to submit a matter to an arbitrator or arbitration panel other than pursuant to the AAA's rules and procedures.

C. Arbitrator's Authority

1) The arbitrator shall not have any power, right or authority to add to, subtract from, modify, change, or alter any of the terms or provisions or the express intent of this Agreement.

2) The arbitrator shall be without power, right or authority to make a decision in the following areas beyond a determination as to whether the provisions set forth in this Agreement as to these areas were violated. Beyond making such a determination, the arbitrator shall not substitute his/her judgment for that of the Board or its representatives:

(a) any incident which occurred or failed to occur prior to the effective date of this Agreement, provided that grievances filed which antedate this Agreement shall not be deemed to be waived by reason of the execution of this Agreement;

(b) the failure or refusal by the Board to renew the contract of or reappoint a member of the bargaining unit on a standard appointment;

(c) disputes over alleged unlawful discrimination as set forth in Section 2 of Article II of this Agreement, except as provided in Section 4 of that Article;

(d) changes in job descriptions or assigned duties or classifications and pay grades for newly created positions;

(e) the granting of a promotion;

(f) the granting of a tenure appointment;

(g) the granting of sabbatical leave;

(h) the granting of leaves for professional development;

(i) the substance of an evaluation;

(j) termination or reassignment for special reasons in accordance with Article XIII.

In the event that the arbitrator determines that the contractual provisions in these areas have been violated as alleged, his/her award shall direct that appropriate action be taken, which may include a reassessment of the original decision, but in no event shall such award have the result or effect of granting a promotion, tenure appointment, sabbatical leave, or leave for professional development.

3) If notice that further employment will not be offered is inadequate solely upon the basis that it was not given on time as provided in this Agreement, the arbitrator may direct the Board to renew the appointment only upon a finding that no other remedy is adequate or that notice was given so late that the professional staff member was deprived of a reasonable opportunity to seek other employment, provided that such award or reappointment shall be for no more than one (1) appointment period and without right to further employment.

4) An arbitrator's decision that may award employment that extends beyond the sixth year of employment shall not entitle the professional staff member to a tenure appointment. In such cases, the professional staff member shall serve during the seventh year as if such service had been performed during the sixth year of employment.

5) Those inherent management rights not restricted by a specific provision of this Agreement are not directly or indirectly subject to the grievance and arbitration procedure.

D. Hearing. The arbitration hearing shall be held in the City of Hartford, unless otherwise agreed to by the parties. The arbitrator's decision shall issue within thirty (30) calendar days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.

E. Arbitrability

1) In the event that the Board challenges the substantive arbitrability of a grievance in a proceeding prior to arbitration, the guidelines articulated in the Steelworker's Trilogy shall be applied.

2) The submission of questions of substantive arbitrability to the arbitrator in the first instance shall not constitute a waiver of the right to a fresh review without being bound by the arbitrator's decision over such questions, provided that this shall neither enlarge nor diminish the standard for review of questions of substantive arbitrability. The parties have not agreed as to whether the Trilogy is dispositive of post-arbitration decisions reviewing questions of substantive arbitrability.

F. Decision and Review. The decision of the arbitrator shall be final and binding upon the Board, the Congress, and the grievant in accordance with the statutes of Connecticut. The parties intend that arbitral decisions (other than questions of substantive arbitrability addressed in the foregoing paragraph) shall be reviewable in accordance with the standards established in Enterprise Wheel.

G. Costs. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Any party desiring a transcript of the proceedings shall bear the cost.

ARTICLE VIII

MAINTENANCE OF RECORDS

Section 1. College Files

Each college in the system of Connecticut Community Colleges shall maintain three official files for each member of its professional staff: (1) a personnel file, (2) a professional file, and (3) an application file.

A. Personnel File. The personnel file shall include the following: (1) record of salary, increments, and change of status; (2) record of leaves of absence, vacations, and personal leave days; (3) sickness reports; (4) records of payments for insurance, retirement benefits, etc.; (5) record of accrued longevity; and (6) general fiscal data. These records shall be accessible on a reasonable basis to the staff member concerned.

B. Professional File. Subject to the provisions specified hereinafter, the president of the college shall be responsible for the confidentiality, control, and content of the professional file. The foregoing shall not be interpreted to override applicable law with regard to disclosure. The file may include only the following: (1) information relating to the professional staff member's academic and professional accomplishments; (2) records generated by the college; (3) reports of the evaluation of the professional staff member's performance; (4) memoranda of discussions between the professional staff member and supervisory and managerial personnel, including but not limited to department chairpersons, division heads, deans, or presidents, relating to the professional staff member's employment relationship to the Board; and (5) signed, written statements relating to the quality of service of the professional staff member.

Where no released time is provided, a bargaining unit member may include in the professional file a statement of the extent of activities as campus grievance representative or as a participant in joint activities of the Board of Trustees and the Congress.

In the case of (3), (4), and (5) above, the professional staff member may attach written comments. To this end, professional staff members are encouraged to review their files on a regular basis with the right to have any and all documents reproduced at cost to the professional staff member. Such files shall be placed in a location other than the private office of the president. No item shall be included unless a copy has been provided to the professional staff member together with a notice that a copy will go into the file, provided, however, that this requirement will be effective June 1, 1977. Effective July 1, 1979, each document placed in the file shall be numbered seriatim in chronological order.

Effective July 1, 1985, documents shall not be considered to be a permanent part of the file until eighteen (18) calendar days after the date on which notice of inclusion was transmitted to the staff member. Within this time period, the staff member may indicate in writing that he/she believes the document to contain inaccurate, incomplete or irrelevant data concerning him/her and request that a correction be made. After the employer responds, the professional staff member may add a statement setting forth what he/she believes to be an accurate, complete and relevant version of the data in question. The actions of the employer under this paragraph shall not be subject to arbitration except as provided in Section 3. This exception shall not be deemed to limit or expand the rights set out in Section 3.

C. Application File. The application file, which shall be in the control of the president, shall contain all materials requested by the college or supplied by the professional staff member in connection with original employment, including confidential material solicited in regard to the employment application. Such confidential material shall be accessible to the individual professional staff member unless such professional staff member agreed to its confidentiality as to himself prior to its solicitation. The material may be made available to the Board of Trustees and appropriate Board office and college personnel and committees for the purpose of initial selection. Confidential material may not be utilized in any subsequent decision affecting the individual's employment, except as the initial appointment may come into question.

Section 2. The Office of the Board Files

A. General File. Files for all professional staff are maintained in the office of the Board. These files may contain materials submitted to the Board in support of appointment recommendations by the presidents. The files may also contain duplicates of all materials submitted in conjunction with Board actions, such as promotions, and duplicates of all appointment and reappointment notices. In addition, all correspondence between the Board's office and the individuals may be part of these files. The file shall be accessible on a reasonable basis to the staff member concerned, who may attach written comments.

B. Grievance File. In any action taken or recommended by a president in which an appeal is made by a professional staff member to the Board, a separate file relative thereto may be maintained. This file shall be accessible on a reasonable basis to the staff member concerned.

Section 3. Limitations

A. No material from any source other than the files referred to in Section 1 above shall be used as the basis for any disciplinary action. Written notes or records regarding matters which are to be used as a basis for discipline shall be merged into the professional file by incorporation into an evaluation or by written communication to the staff member concerning the problem, provided that prior to discipline any such evaluation or communication shall be provided to the staff member for a period of time sufficient to provide reasonable notice of the proscribed conduct. Nothing herein shall prevent the employer from deviating from this provision when the nature of the offense requires or when the staff member could reasonably be expected to know of the inappropriate nature of the conduct. Materials withdrawn by agreement from an individual's professional file may not be asserted as the basis for any disciplinary action, but may be considered with regard to the extent of disciplinary action and relevance, if any, to defenses to disciplinary action.

B. Effective with documents placed in these files subsequent to July 1, 1979, an employee may contest the accuracy of any facts stated in said documents. He/she may not, thereby, directly or indirectly contest a judgment stated or reflected in these documents. In any grievance involving this paragraph, timely filed, the burden shall be on the employee to establish that the matter complained of constitutes a fact and that said matter, once established to be a fact, is inaccurate.

C. A written reprimand or warning shall carry the date, if any, of planned removal from the professional file. Evaluations and signed statements of an evaluative nature shall not be construed as written reprimands or warnings. It shall

be the employee's obligation to request such removal after the reprimand's expiration date, if any, has passed.

D. The provisions of this Section shall not affect the employer's burden under Article XVI.

ARTICLE IX

APPOINTMENT AND REAPPOINTMENT

Section 1. Types of Appointments

All members of the bargaining unit hold one of the types of appointments described in this Section. No appointment shall be made or modified except in accordance with the Agreement.

A standard appointment is an appointment which creates an interest in employment at a college for a specified term of one (1) year or less.

A tenured appointment is an appointment which creates an interest in employment at a college without limit of time, subject to retirement, dismissal, and termination for special reasons and subject to evaluation for consideration for continuation in accordance with Article XI, provided that a dismissal based on said evaluation shall be subject to Article XVI. A tenured appointment normally will not be offered to a member of the bargaining unit until he/she will have, by September 1 of the year such appointment is to be effective, completed six (6) years of full-time employment by the Board, at least three (3) years of which must be in the current job function. Service as a lecturer or educational assistant shall not count toward the six-year requirement, unless the Board determines that all or a portion of such service should count.

A special appointment is an appointment to the position of lecturer or educational assistant which creates an interest in employment for a specified term of one (1) year or less at a college. Such an appointment does not require notice of nonreappointment and is not subject to Section 3 hereinbelow. An individual in the bargaining unit shall not be employed on a special appointment for more than two (2) years, provided that this limitation shall not apply to positions funded by external funds such as government or private grant or contract, except that the non-reappointment of said individual for reasons other than the loss or reduction of said funding shall be governed by the appropriate provisions of this Article. Nonreappointment for reasons other than special reasons of a full-time employee on special appointment who was hired prior to January 1, 1975 shall be subject to the provisions of Section 3 of this Article as if such individual had been on a standard appointment; this provision shall not constitute a precendent for individuals hired on special appointments after January 1, 1975.

All members of the bargaining unit who were granted tenured appointments by the employer prior to July 1, 1977 shall continue to hold tenured appointments for the duration of this Agreement and subject to the provisions thereof.

Newly hired ten-month staff who have met their scheduled obligation of professional staff meetings and are present and working on the first day of classes shall receive compensation from the beginning of the appointment period for all ten-month staff.

Section 2. Authority to Appoint and Reappoint

Except as expressly provided for by Board policy, the authority to offer appointments and reappointments rests with the Board of Trustees and no agent of the Board may expressly or by implication offer appointment or reappointment.

Section 3. Nonreappointment of Standard Appointments

Notice of intent not to renew a standard appointment shall be afforded by the employer, in writing, three (3) months prior to the termination of the appointment for the first standard appointment, six (6) months prior to the termination of the appointment for the second standard appointment, and, in the case of each subsequent standard appointment, the effective date of termination shall be at least twelve (12) months from the date of notification. Any extension of appointment to meet the notice requirements of this section shall not constitute a new appointment and the termination of the extension shall not be otherwise reviewable. In the case of the nonreappointment of the third or subsequent standard appointment, the bargaining unit member shall be notified in writing of his/her right to union representation.

For each of the first three standard appointments, the decision of the employer not to renew an appointment shall be final. An initial standard appointment made on or before December 1 of any appointment period shall constitute the first standard appointment. This provision shall not be deemed to affect appointments made prior to the effective date of this Agreement.

In the case of nonreappointment of the third or subsequent standard appointment, the employee may request a written statement of the factors considered. The decision of the employer not to renew the third or subsequent standard appointment shall not be arbitrary, capricious, or unreasonable, provided, however, that the decision of the employer not to renew the third standard appointment shall not be subject to the arbitration procedure of this Agreement.

Section 4. Tenure

A. Purpose. Tenure is a means for providing job security consistent with the mission of the community colleges and of assuring a high level of service to the college by those holding such tenure. The employer agrees that the appointment of a member of the bargaining unit who has been granted tenure by the Board pursuant to the terms of this Agreement or who had acquired tenure under the Board's personnel policies may be terminated only in accordance with the procedures set forth in this Agreement. The staff member has a correlative responsibility to the employer to maintain an acceptable level of proficiency in service to the college.

Tenure is granted by the Board of Trustees on recommendation of the president and relates only to the college and not the system. Tenure recognizes professional growth and improvement in service to the college, the usefulness of the individual's services to the college, affirmative evidence of an acceptable level of proficiency of service, and the potential for service and professional growth. The Board of Trustees may accept the tenure recommendation of the president or reach such other decision as may be in the best interest of the community college system and its decision shall be final.

B. Procedure. The following procedures shall govern the consideration of bargaining unit members for tenured appointments. The president or his designee is responsible for insuring that the procedures are followed.

(1) The president shall annually, by October 1, publish a list of those eligible for consideration for tenure as provided in Section 1 of this Article.

(2) By December 15, the supervisor shall consider each member of the bargaining unit who is eligible for tenured appointment and shall:

(a) recommend that a tenured appointment be granted, that a tenured appointment not be granted and a standard appointment issued, or that a tenured appointment not be granted and a final appointment issued;

(b) inform each candidate for tenure, in writing, of the recommendation made;

(c) inform each individual for whom a standard appointment is recommended, in writing, of areas needing improvement, where appropriate;

(d) forward her/his recommendations to the president.

In making a recommendation, the supervisor shall be guided only by the best interests of the college and the individual's quality of performance of professional responsibilities as provided in Article X of this Agreement and shall give consideration to all evaluative material in the individual's file generated since her/his original appointment to the college.

(3) At each college there shall be a Tenure Committee elected by the members of the bargaining unit. The size and composition of the committee shall be determined by the president and shall reflect, whenever possible, the ratio of teaching faculty, nonteaching faculty, and administrators in the bargaining unit at the college, except that, whenever possible, individuals not holding tenured appointments shall not be eligible for Tenure Committee memberships. The Tenure Committee shall review all evaluative material in the candidate's file generated since her/his original appointment to the college, and the recommendations of the supervisor.

The Tenure Committee shall keep a written record of the dates of all meetings, attendance at meetings, and materials considered. All records and materials shall remain in the custody of the president or her/his designee. The committee shall not disclose its records or recommendations except as provided herein.

In making its recommendations, the Tenure Committee shall be guided only by the best interests of the college and the individual's quality of performance of professional responsibilities as provided in Article X of this Agreement as indicated by material in the individual's file generated since her/his original appointment to the college.

All materials pursuant to (2) above, including the supervisors'

recommendations, shall be forwarded to the Tenure Committee by the president. The committee shall, by March 1, consider each member of the bargaining unit who is eligible for a tenured appointment and shall:

(a) recommend that a tenured appointment be granted, that a tenured appointment not be granted and a standard appointment issued, or that a tenured appointment not be granted and a final appointment issued;

(b) forward its recommendations to the president;

(c) inform each candidate for tenure, in writing, of the recommendation made;

(4) In making a recommendation, the president shall be guided only by the best interests of the college and the system of community colleges and the quality of the individual's performance of professional responsibilities as provided in Article X of this Agreement and shall give consideration to all evaluative material in the individual's file generated since her/his original appointment to the college.

In determining whom to recommend to the Board for tenure, the president shall review the recommendations of the supervisors and the Tenure Committee. In addition, the president may consult with and/or seek the recommendations of other representatives of the employer, provided, however, that the president shall inform persons under consideration for tenure of any formal recommendation process and any such recommendations shall be guided only by the criteria contained in this Article. Formal tenure recommendations made to the president by management officials shall be consistent with the following:

(a) Recommendations shall be limited to bargaining unit members for whom the management personnel have direct supervisory responsiblity.

(b) Such management recommendations shall be guided only by the criteria contained in this Article, and management personnel shall give consideration to all materials specified above and the recommendations of the supervisors and the committee.

(c) In the event that a bargaining unit member is not recommended for tenure, the management person shall inform the bargaining unit member, in writing, of areas needing improvement, where appropriate.

The foregoing shall not be deemed to limit the right of the president to consult other management representatives as provided in this paragraph.

Prior to making her/his recommendations to the Board, the president shall meet and discuss her/his intended recommendations with the Tenure Committee. Where there are differences between the president and the committee, the committee may forward a statement of the reasons for its position to the Board, with a copy to the president.

The president may recommend that a tenured appointment be granted,

that a tenured appointment not be granted and a standard appointment issued, or that a tenured appointment not be granted and a final appointment issued. If a standard appointment is recommended, the president shall specify areas of improvement, in writing, to the candidate and the tenured appointment review process shall be repeated the following year. The decision to recommend a final appointment shall be subject to the provisions of Section 3 of this Article.

The president shall forward her/his recommendations for tenured appointments to the Board of Trustees by April 1. The president shall inform the person concerned, in writing, of the president's recommendation to the Board.

ARTICLE X

WORKING CONDITIONS AND WORK LOAD

Section 1. Duties of All Professional Staff

All members of the professional staff shall:

(1) perform duties as outlined in Sections 2 and 4, as applicable, of this Article;

(2) within the work load limitations of Sections 3 and 5 of this Article, perform such other duties as the president may assign, provided that such duties shall be consistent with the mission of the college;

(3) serve on college and division/department committees, if chosen;

(4) attend commencement ceremonies, unless excused by the president, wearing academic garb when required;

(5) attend college convocations, conferences, and meetings, and divisional/departmental meetings;

(6) maintain contact with one's academic discipline, including the teaching/learning process and/or the development of knowledge in one's field of specialization.

Section 2. Specific Duties of Teaching Faculty

A. Teaching and Related Duties. The teaching and related duties of full-time teaching faculty shall consist of the following:

(1) teaching and related preparation of college-approved courses in accordance with approved course descriptions and class schedules;

(2) development of syllabi, reading lists, and divisional or departmental responsibilities in the selection of texts and related teaching resources;

(3) maintaining a minimum of three (3) regularly scheduled office hours per week, scheduled in time blocks of no less than one-half hour periods, or an equivalent assignment designated by the employer, for the purpose of student-faculty contact as it relates to classroom instruction;

(4) academic and career-oriented advising of students;

(5) maintaining contact with one's academic discipline, the development of knowledge in one's field of specialization and the teaching/learning process;

(6) maintaining accurate scholastic student records;

(7) distributing to students during the first week of classes, subject to subsequent modification, with copies to the academic dean, a course outline or overview, information as to course objectives, topics and assigned time-frames, reading and attendance requirements, and an indication of evaluative and grading mechanisms to be utilized;

(8) attending college convocations, conferences, meetings and divisional/departmental meetings;

(9) preparing routine reports such as veterans' attendance records or academic deficiency reports.

During the second week of classes, the teaching faculty member shall submit to the academic dean a schedule confirming the number, hours and location of each assigned course together with the location and time of office hours and other regularly scheduled professional responsibilities.

B. Additional Responsibilities/Teaching. The additional responsibilities as specified in Section 3A may include, but shall not be limited to the following, and shall be for the purpose of fulfilling the mission, goals, and priorities of the college and the system as determined by the employer:

(1) preparation of special reports such as accreditation reports;

(2) participation in special college projects, surveys, studies;

(3) development of new instructional techniques, course offerings or programs, or major re.isions of courses or programs;

(4) participation in community service activities, consistent with the mission of the college;

(5) participation in career-development and related advising activities or special retention programs in addition to academic and career-oriented advising required of all faculty as provided in Section 2A above;

(6) participation on college-wide committees;

(7) advising student organizations and activities;

(8) peer evaluations requested by the college administration; the evaluation of part-time faculty; retention counseling; the recruitment of students;

(9) service on divisional/departmental committees;

(10) providing reasonable assistance in student registration and add/drop procedures;

(11) developing professional development activities generally applicable to the department, division or college;

(12) within the limitation of the Article, such other administrative or supervisory or teaching-related assignments as are consistent with the mission and goals of the college, including but not limited to:

(a) additional office hours;

(b) supervising adjunct or independent study, provided it is not asserted that such supervision is part of the teaching obligation of 24 credit hours;

(c) review of patient charts in preparation for clinical instruction.

Individuals responsible for four different class preparations in a semester shall be credited with two hours per week toward the satisfaction of additional responsibilities.

Section 3. Work Load, Hours of Work, and Work Year of Teaching Faculty

A. Work Load. During each academic year, full-time teaching faculty shall:

(1) teach twenty-four credit hours and perform related duties as provided in Section 2A above (one lecture hour shall equal one credit hour for purposes of this provision);

(2) perform additional responsibilities equivalent to the preparation and teaching of an additional three credit course or an average of nine hours per week for each semester within the appointment year or teach an additional three credit hours each semester or combine additional responsibilities with additional credit hours as provided in Section 2B above.

The current ratio of lecture hours to laboratory and studio hours shall remain in effect for courses with either a 1 lecture to 2 lab/studio or 2 lecture to 3 lab/studio ratio, except that any new courses requiring laboratory or studio hours will have a 1 lecture to 2 lab/studio ratio and courses currently taught on the basis of a 1 lecture to 1 lab/studio ratio will change to a 2 lecture to 3 lab/studio ratio and courses with a 1 lecture to 3 lab/studio ratio will change to 1 lecture to 2 lab/studio ratio. The present ratio for lecture hours to clinical hours shall continue in effect. Assignments which exceed 12 credit hours and are not more than 13 credit hours per semester because of fractional equivalencies resulting from these ratios shall not be deemed to exceed 12 credit hours per semester.

The parties agree that it is desirable to limit the number of class preparations required of a teaching faculty member to three per semester; however, it is recognized that the assignment of a fourth preparation may be required in special cases to accommodate the needs of the college. Whenever possible, the fourth preparation will be assigned on the basis of mutual agreement between the teaching faculty member and the president or his/her designee.

The parties recognize that in some cases, in order to accommodate the needs of the college, the teaching load of a teaching faculty member may have to be unequally divided between the semesters of an academic year. Whenever possible,

such an arrangement shall be on the basis of mutual agreement between faculty member and the president or his/her designee.

The parties agree that an individual cooperative education or field-work placement which involves both the development of work placement and on-site evaluation by the unit member may be considered to be equivalent to six (6) student contact hours. This provision constitutues a general guideline and shall not be deemed to require a reduction in work load for any unit member.

B. Faculty Initiated Courses. For such purposes as developing new courses or experimental approaches, or providing for the cultural enrichment of teachers and/or students, teaching faculty may, with the approval of the college president, offer additional courses beyond the limitations of Article X, Section 3A. There shall be no compensation for such course offerings, except that after the following minimum SCH are reached on a cumulative basis, said teachers shall be offered the appropriate reduction in credit hours of teaching the following semester. Cumulative minima: composition, foreign language, remedial courses, 80 SCH; all other courses, 100 SCH.

C. Hours of Work and Work Year. The employment responsibility of teaching faculty during an annual appointment period consists of the following days scheduled on and between August 25 and June 7:

(1) up to 160 days for classes and final/semester examinations; and

(2) up to nine (9) additional days for convocations, commencement exercises, conferences, workshops, orientation, and the performance of professional responsibilities as provided in this Article. Where possible, such days should be scheduled at each college and by October 1 for the fall semester and by February 15 for the spring semester, provided that orientation days shall be scheduled no later than June 7 for the fall semester and October 1 for the spring semester. As used herein, orientation days shall refer only to scheduled obligations which apply to all teaching faculty at an institution.

A teaching faculty member who has fulfilled the employment responsibilities of any one semester shall be entitled to salary equal to one-half (1/2) of her/his normal annual salary.

Teaching faculty are committed to the operation of the college five days a week, in day and evening sessions, which may include Saturday or Sunday. Unless otherwise agreed to by the individual concerned, all members of the faculty must have two consecutive days off in each week including either Saturday or Sunday, except for days scheduled pursuant to C(2) above. Teaching faculty may be required to work a sixth day in a work week no more than twice per academic year. A teaching faculty member who, on a given work day, has no scheduled classes, no committee, department, division, faculty or staff meetings, or other professional responsibilities as provided in this Agreement shall not be required to be present at the college, provided, however, that such member shall be available for the performance of such professional responsibilities.

To the extent possible, the assignment of a teaching faculty member to a class schedule shall be based on mutual agreement between the faculty members, grouped by division or department, and the division or department head, and shall be subject to the approval of the president or his/her designee. If no agreement is reached, the president or his/her designee shall assign teaching schedules.

When possible, a faculty member may be granted scheduling privileges as to days and time of day by the president, in cases such as these:

(1) when the faculty member is engaged in special college-approved community service programs or special employer-approved activities;

(2) when the faculty member is engaged in a program of study relevant to his/her professional responsibilities at an accredited institution and has not been granted released time;

(3) when a faculty member is engaged in research or writing deemed by the president to be beneficial to the member and to the college;

(4) when there are circumstances of a personal nature warranting special consideration.

In any of the above instances, arrangements must be worked out giving careful consideration to schedules of other faculty and staff and needs of students for particular courses. Such arrangements may occur only with the written approval of the president.

Section 4. Specific Duties of Nonteaching Professional Staff

The responsibilities of nonteaching professional staff shall be assigned in accordance with the systemwide job description approved by the Executive Director or developed by the president to meet the needs of the local campus subject to the approval of the Executive Director.

A bargaining unit member may request a copy of his/her job description and the employer will provide a copy.

The Board may consult appropriate professional groups with regard to any contemplated change in a systemwide job description. When such a change is under consideration, the Board shall notify and consult the Congress and provide sixty (60) days within which the union may respond.

Section 5. Work Load, Hours of Work, and Work Year of Nonteaching Professional Staff

A. Work Load. The required work week is 35 hours of assigned responsibilities which may include evening or weekend work. Unless otherwise agreed to by the individual concerned, all members of the nonteaching professional staff must have two consecutive days off each week including either Saturday or Sunday, except in unusual circumstances. The 35 hours shall be scheduled over a five-day work week, provided that the individual and the president or his designee may, by mutual agreement, schedule a four-day work week and provided that a sixth day may be required in exceptional circumstances or by agreement with the employee. There shall be no obligation for mutual agreement if a four day schedule is changed by the employer. The parties recognize that fulfillment of professional responsibilities may necessitate service to the college in excess of 35 hours per week. The president or his designee shall consult with counselors, librarians, and administrators prior to the establishment of work schedules. When possible, and consistent with the interests of the college, a nonteaching professional staff member may be granted scheduling privileges as to days and hours, including a nonstandard schedule, by the president. Such arrangements may occur only with the written approval of the president whose decision shall be final.

B. Work Year. The work year for twelve-month nonteaching professional staff shall normally begin on July 1 and conclude the following June 30.

The work year for ten-month nonteaching staff shall begin on or after a date established by the employer. Ten-month staff then serve for a continuous period of ten months, or, specifically, not less than 217 days.

This provision shall not prevent the Board from making appointments of shorter duration.

C. Compensatory Time. In the case of positions which periodically require work substantially in excess of thirty-five hours per week, the president may approve the revision of the work schedules of affected individuals to provide partial compensatory time within ninety (90) days. This provision shall not be construed as requiring or establishing compensatory time on a one-for-one basis. The decision of the president regarding such compensatory time shall be final.

Section 6. General Provisions

A. Outside Employment. Full-time employment by the Board shall be considered the basic employment of each professional staff member. Outside employment is work for which compensation is received and which is not within the normal duties and responsibilities assigned to a staff member as an employee of the Board. A professional staff member engaged in outside employment shall notify the president of the college of this activity in a general statement indicating the extent of such employment.

Outside employment shall be limited so as not to impair the performance of the staff member's professional responsibilities. Outside employment which requires the member's absence on a school day during that member's normally scheduled working hours when he should be available for professional responsibilities as provided in this Agreement is presumed to interfere with the performance of the duties and responsibilities of that member.

B. Indemnity for Liability. The protection of bargaining unit members from liability afforded by the General Statutes of Connecticut shall be continued. In deciding whether to provide counsel to an employee, the question of whether such employee was acting within the scope of his/her employment shall be sympathetically considered consistent with the purpose of the indemnification statutes.

C. Additional Employment. The Board may authorize additional payment for services performed by full-time professional staff members provided that the nature and scope of such services, particularly with regard to instructional services, lie outside the regular duties of the staff member and are so certified by the president of the college, and that they constitute no more than the estimated equivalent of teaching an additional class or one-fifth of a total load.

D. Professional Day. There shall be a professional day each year, scheduled on a Saturday between March 15 and April 15, for the purpose of discussing matters of educational concern to the community college system, its

staff, and students. The organization of the professional day shall be the responsibility of a Professional Day Committee of six members, of whom three shall be named by the Congress and three by the Board. The Congress and the Board shall each contribute $500 for the expenses of the professional day, unspent monies to be refunded to each on an equal basis.

E. Audio-Visual Instructional Materials and Copyrights. There shall be a Study Committee on Audio-Visual Instructional Materials and Copyrights composed of eight members, four to be appointed by the Board and four by the Congress. This committee shall make recommendations regarding disposition and future use of material developed by a professional staff member while in the employ of the Board, royalties, residual fees, assignment of copyrights, and related matters. When and if the committee reaches agreement on a policy with regard to this subject, such shall become an official part of this Agreement after ratification by the Board and the Congress.

F. Summer-Session Assignments. Priority for consideration for summer-session assignments for additional pay will be given to full-time ten-month professional staff members within each college for employment in their primary areas of competence up to a maximum of 80% of the anticipated course offerings. Each college shall establish a system of rotation for allocating available opportunities. The offer of employment is made only by written contract executed by the president. In selecting professional staff members for the summer session, the president may consider but is not limited to consideration of the requirements of the assignment and any special skills or experience of potential assignees. Nothing herein shall preclude the president from offering summer school employment to nonbargaining unit members.

G. Class Cancellation. When classes are cancelled due to inclement weather, academic requirements shall be made up in a manner approved by the president or his designee. When classes have been cancelled and a hazardous driving condition exists, non-essential staff are not expected to report for work while such conditions continue, provided that accrued time is used, the hours are made up or professional responsibilities are fulfilled in a manner approved by the president or his designee. In these situations, it is understood that essential personnel may be required to report to work as scheduled. The decision of the president or designee hereunder shall be final.

H. Class Coverage. Each department, division, or discipline shall establish, subject to the approval of the academic dean, procedures for handling class coverage up to a maximum of one week of absence of a teaching faculty member. Thereafter, such teaching shall be compensated on the basis of the extension credit rate established by the Board of Trustees.

I. Changes in Assignment of Professional Staff. The terms of an appointment of a member of the professional staff assigned to a different Board classification (excluding promotion) or the reclassification of the member of the staff from a 10- to an 11-or 12-month appointment or from a 12- to an 11-or 10-month appointment shall be negotiated for a period not to exceed 30 days with the individual concerned, who may be represented by the Congress. A change from a 12- to an 11-or 10-month appointment shall result in a 1/12 reduction of the original base salary for the first appointment year following said change and for

10-month appointments an additional 1/12 reduction of original base salary for the second appointment year. The terms of appointment shall be in writing. The decision to reclassify shall not be subject to arbitration except on the basis that the decision was arbitrary and capricious.

J. Notice of Retirement or Resignation. It is recognized by the parties that a staff member should give notice of retirement or resignation in advance whenever possible in order to allow for the normal recruitment and hiring process, preferably not less than 90 days.

K. Part-time Employment at Another Community College. Whenever a full-time member of the professional staff is employed to teach part-time at any community college in the system, the rate of compensation for said teaching shall be calculated upon the basis of the total number of courses previously taught by that individual in any and all colleges in the community college system.

L. Health and Safety. The employer shall maintain safe and healthy working conditions in accordance with applicable law. Unit members shall not be required to work under unsafe conditions, provided that such conditions have been brought to the attention of the president of the college or his/her designee, in writing, by the unit member and the college has failed to exercise reasonable efforts to redress the complaint; however, a unit member must follow the rule, work now, grieve later, unless there is imminent danger to the employee's physical well being.

In any grievance regarding this Section, the award of an arbitrator in matters relating to physical facilities, staffing and the hiring of additional staff shall be advisory only and not binding on the Board. This limitation shall not prevent the Board of Trustees from seeking legislative funding pursuant to the advisory opinion.

ARTICLE XI

EVALUATION

Section 1. Criterion

The criterion for the evaluation of professional staff members shall be the quality of the performance of professional responsibilities as provided in Article X of this Agreement.

Section 2. Periodic Evaluation

There shall be periodic evaluation by the employer of all members of the bargaining unit as follows:

(1) in each of their first two appointment periods;

(2) once in every two years thereafter for those on standard appointments;

(3) once in every three years thereafter for those holding tenured appointments.

The list of professional staff members to be evaluated in accordance with this schedule in an academic year shall be published at each college by October 1.

This provision notwithstanding, the Board or its representative may initiate more frequent evaluation as appropriate.

The professional staff member shall be notified in advance of the period (not to exceed two weeks) during which a classroom visitation for the purpose of evaluation is to occur.

Section 3. Optional Peer Evaluation

A professional staff member may request a peer evaluation, provided however, that the request must be made prior to the occurrence of any other scheduled evaluation. Selection of the peer shall be by mutual agreement between the president or his designee and the person to be evaluated.

The peer evaluation shall be forwarded to the next management level by the evaluator independently of the evaluation pursuant to Section 2 above.

Section 4. Staff Improvement

Management or a professional staff member may, at any time, arrange for an evaluation by a mutually acceptable peer(s) or by other mutually acceptable method of systematic rating for the sole purpose of self-improvement. Such evaluation shall have no other standing and the report shall not be placed in any official personnel record of the professional staff member.

Section 5. Opportunity to Discuss Evaluation

In the case of every evaluation of a professional staff member, there shall be provided the opportunity to meet and discuss the evaluation with the evaluator, prior to its submission elsewhere.

Section 6. Evaluation Forms

There shall be standard evaluation forms.

ARTICLE XII

PROMOTION

Section 1. Definition

Promotion recognizes quality of performance by means of an increase in compensation, as provided herein.

Section 2. Eligibility

Teaching faculty members, librarians and counselors who meet applicable minimum qualifications for a higher rank as established by the employer, attached hereto as Appendix A for informational purposes only (or who have an appropriate equivalency in accordance with Board policy, provided that the determination of appropriateness shall be subject to the grievance process only) and who have served, as of the date of publication of the eligibility list, at least three (3) years in their present rank or classification at their college and who have not been promoted during that three-year period are eligible for consideration for promotion. The Board may waive the time-in-rank or classification requirement in

the case of unit members who have rendered exceptional service which merits recognition. Fulfillment of the minimal formal requirements for promotion to a higher rank or classification and/or recommendation by the president creates no right to promotion, which remains within the discretion of the Board.

Section 3. Salary

Upon promotion, a unit member's annual salary shall be increased by an amount as provided below in addition to the negotiated salary increase for the contract year in which the promotion becomes effective:

(a) for community college professionals' salaries between the minimum and 112.5% of salary standard, the increase shall be one 2.5% step and for salaries above 112.5% of salary standard, the increase shall be 1% of base salary.

(b) for teaching faculty salaries between the minimum and the seventh-year target salary for the new rank, the increase shall be 2.5% of the target salary or the minimum for the new rank, whichever is greater, and for salaries above the target salary, the increase shall be 1% of base salary.

Section 4. Procedures for Promotion

The following procedures shall govern consideration for promotion at the college level. The president or his designee is responsible for insuring that the procedures are followed.

(1) The president shall annually, by October 1, publish a list of those persons within the college who are eligible for promotion consideration as provided in Section 2 of this Article.

(2) The supervisor shall have the option to suggest that an application for promotion be submitted. Any eligible unit member may, however, initiate her/his consideration for promotion. In either case, the application must be submitted to the supervisor on a form prescribed by the employer.

(3) By December 15, the supervisor shall consider each applicant for promotion and:

(a) make recommendation for or against promotion;

(b) list in priority order all applicants for promotion who are in his/her jurisdiction;

(c) inform each applicant, in writing, of the recommendation made;

(d) inform each individual recommended for promotion, in writing, of the relative ranking assigned;

(e) inform each individual for whom promotion is not recommended, in writing, of areas needing improvement;

(f) forward recommendations and priority list to the president.

In making a recommendation, the supervisor shall be guided only by the individual's quality of performance of professional responsibilities as provided in Article X of this Agreement and shall give consideration to all evaluative material in the applicant's file generated since the applicant's previous promotion or original appointment to the college, whichever is more recent.

In the case of teaching faculty, for promotion to all ranks the major area of emphasis shall be growth and demonstrated competence in teaching and related responsibilties; for promotion to professor or associate professor, additional consideration shall be given to demonstrated growth and effectiveness in community service, contribution to the college, and professional development and, additionally, for promotion to professor, effective academic leadership. In the case of promotion to professor or associate professor, it is recognized that a teaching faculty member may not be outstanding in all of the additional areas.

(4) At each college there shall be a Promotion Committee elected by the teaching, librarian and counselor members of the bargaining unit. The size and composition of the committee shall be determined by the president and shall reflect, whenever possible, the ratio of teaching faculty, librarians and counselors in the bargaining unit at the college, except that individuals whose special appointment excludes them from consideration for promotion through the provisions of this Article shall not be eligible for Promotion Committee membership and provided that, wherever possible, there shall be at least one librarian and one counselor on the committee. The Promotion Committee shall review promotion applications, all evaluative material in the applicant's file generated since the applicant's previous promotion or original appointment to the college, whichever is more recent, and the recommendations of the supervisors.

The Promotion Committee shall keep a written record of the dates of all meetings, attendance at meetings, and materials considered and shall review the Board guidelines for their work. These records and materials shall be in the custody of the president or his designee. The committee shall not disclose its records or recommendations except as provided herein.

In making its recommendations, the Promotion Committee shall be guided by the individual's quality of performance of professional responsibilities as provided in Article X of this Agreement and give consideration to the material in the individual's file generated since her/his previous promotion or original appointment to the college, whichever is more recent, and shall consider the best interest of the college and seek to establish an overall institutional perspective with respect to its recommendations.

All materials submitted pursuant to (2) and (3) above, including the supervisor's recommendation, shall be forwarded to the Promotion Committee by the president. The committee shall, by March 1, consider each applicant for promotion and shall:

(a) make a recommendation for or against promotion;

(b) list in priority order all applicants for promotion;

(c) forward recommendations and priority list to the president;

(d) inform each applicant, in writing, of the recommendation made and relative ranking assigned.

(5) The individual faculty member shall have the right to appeal an alleged

violation of the foregoing procedural requirements by the supervisor or Promotion Committee to the president provided that she/he does so in writing within ten (10) calendar days of the date of recommendation of the supervisor or the Promotion Committee. The president or his/her designee shall investigate any such allegation and the president shall, if he/she finds a procedural violation prejudicial to the individual, take remedial action or give weight to the violation in making his/her recommendation to the Board. This provision shall be the exclusive remedy for an alleged violation of the contractual procedures by the supervisor or the Promotion Committee and any such allegation shall not be subject to Article VII unless the president has failed to take remedial action or give weight to the violation.

(6) In making her/his recommendation, the president shall be guided only by the criteria contained in this Article and shall give consideration to all evaluative material in the individual's file generated since her/his previous promotion or original appointment to the college, whichever is more recent. In determining whom to recommend to the Board for promotion, the president shall review the recommendations of the supervisor and the Promotion Committee. In addition, the president may consult with and/or seek the recommendations of other representatives of the employer, provided, however, that the president shall inform persons under consideration for promotion of any formal recommendation process and any such recommendations shall be guided only by the criteria contained in this Article. Formal promotion recommendations made to the president by management officials shall be consistent with the following:

(a) Recommendations shall be limited to bargaining unit members for whom the management personnel have direct supervisory responsibility.

(b) Management recommendations shall be guided only by the criteria contained in this Article, and management personnel shall give consideration to all materials specified in two (2) and three (3) above and the recommendations of the supervisors and the committee.

(c) The individual faculty member shall have the right to appeal an alleged violation of the procedural requirements in (a) and (b) above to the president provided that she/he does so in writing within ten (10) calendar days of the date of recommendation. The president or his/her designee shall investigate any such allegation and the president shall, if he finds a procedural violation prejudicial to the individual, take remedial action or give weight to the violation in making his/her recommendation to the Board. This provision shall be the exclusive remedy for an alleged violation of these contractual procedures and any such allegation shall not be subject to Article VII unless the president has failed to take remedial action or give weight to the violation.

(d) Said recommendation shall list in priority order all applicants for promotion. In the event that a unit member is not recommended for promotion, the management person shall inform the unit member, in writing, of the areas needing improvement.

The foregoing shall not be deemed to limit the right of the president to consult other management representatives as provided in this paragraph (6). Prior to making her/his recommendations to the Board, the president shall meet and discuss her/his intended recommendations with the Promotion Committee. Where there

are differences between the president and the committee, the committee may forward a statement of the reasons for its position to the Board, with a copy to the president.

The president shall forward her/his recommendations for promotions and a copy of the priority list established by the Promotion Committee to the Board of Trustees by April 15 or as soon thereafter as the appeals process has been completed, but no later than May 15. The president shall inform the person concerned, in writing, of the president's recommendation to the Board.

Section 5. Merit Recognition

Nothing in this Article shall prevent the Board from providing merit recognition to unit members in the form of lump-sum payments.

ARTICLE XIII

TERMINATION OR REASSIGNMENT FOR SPECIAL REASONS

Section 1. Definitions

A. Termination of employment or reassignment to a lower-paid position for special reasons is a decision by the employer to terminate or reassign a member of the bargaining unit for economic or programmatic reasons.

B. Economic reasons relate to financial exigency and shall include, but are not limited to, the reduction or termination of funds provided pursuant to a federal, state or private grant, or pursuant to the Comprehensive Employment and Training Act of 1973 or any successor, or any reduction in state appropriations or allotments. This provision shall in no way be interpreted to reduce the state's obligation to honor the terms of this Agreement.

C. Programmatic reasons shall include, but are not limited to, reasons of declining enrollment, changes in program offerings or services, reorganization, or changes in methodology of delivery of services.

Section 2. Negotiations

In the event that the employer determines that it is necessary to terminate or reassign a bargaining unit member for economic and/or programmatic reasons, the employer shall notify and negotiate with the union as to the manner of implementation of the employer's decision, subject to the provisions herein, including specifically Sections 3 and 4. Negotiations shall be expedited with a view toward agreement within thirty (30) days. The decision that it is necessary to terminate or reassign shall not be subject to the grievance and arbitration procedures of this Agreement or to any statutory impasse provision. Notice to the employee may be given thirty (30) days following notice to the union. Completion of negotiations shall not be a condition precedent to implementation of the termination, provided that in the case of teaching faculty the assigned course responsibilities of such bargaining unit employee shall not be reassigned to non-bargaining unit employees so as to terminate such bargaining unit member.

Section 3. Standard for Selection

In selecting individuals at a college to be terminated or reassigned for special reasons, the employer shall be guided by the needs of the college, the quality of performance of professional responsibilities as provided in Article X of this Agree-

ment, bona fide occupational qualifications or bona fide affirmative action. If, in the employer's judgment, two or more full-time unit members at a college are relatively equal, the employer may give weight to the bargaining member's length of service within the system. In any grievance or arbitration contesting the selection of individuals to be terminated or reassigned for special reasons, if the employer can show that it exercised its judgment based on the needs of the college, the quality of performance, bona fide occupational qualifications or bona fide affirmative action, the employer shall be deemed in compliance with this Section unless the union can show that such judgment was exercised arbitrarily or capriciously. If the employer makes a selection based on seniority, said decision shall not be subject to grievance or arbitration by a less senior employee unless affirmative action is a consideration. The employer's decision shall be subject to expedited arbitration. In the event that the arbitrator determines that there has been a violation of this provision, he/she may order a back-pay remedy of not more than sixty (60) calendar days. Beyond the determination of such violation, he/she shall not substitute his/her judgment for that of the employer.

Section 4. Notice

A. Notice of termination or reassignment for economic reasons shall be provided as soon as reasonably possible but at least sixty (60) days in advance of the effective date, provided, however, that less notice may be given for termination of positions funded by a federal, state, or private grant, or the Comprehensive Employment Training Act of 1973 or any successor. Notice to unit members in their fourth or subsequent standard appointment shall be given nine (9) months prior to the effective date of termination and notice to tenured members shall be given twelve (12) months prior to the effective date of termination. Any notified member of the unit for whom a retraining program has been approved by the Executive Director shall remain on the payroll for the period of said retraining, not to exceed twelve (12) months, at the funded level authorized by the Executive Director and funded pursuant to Article XXI, Section 3B.

B. Notice of termination or reassignment for programmatic reasons shall be given at least three (3) months prior to the effective date in the case of a first standard appointment, six (6) months prior to the effective date in the case of a second and third standard appointment, and twelve (12) months prior to the effective date in the case of the fourth or subsequent standard appointment.

C. Any extension of employment necessary to accommodate the notice herein shall not constitute a new appointment.

Section 5. Effect on Tenure

When a member of the bargaining unit who is on a tenured appointment is reassigned to another college under the provisions of this Article, the individual shall retain his/her tenure. In the case of a reassignment of a nontenured individual, the service requirement for eligibility for tenure consideration shall be no less than three (3) years.

Section 6. Placement or Recall

A. The employer shall make a reasonable effort to place an individual who is terminated for special reasons in another suitable position opening within the system of community colleges. This obligation shall not create a claim or right to any position opening and shall end thirty (30) days following termination of the affected employee. The obligation of the employer shall be satisfied by compliance with the following procedure:

1. Upon written request of the affected employee, the Board shall provide copies of all position notices for which external searches are ongoing and all position notices for external searches which commence during the obligation period specified herein. This obligation relates to bargaining unit positions for which a standard appointment is contemplated.

2. The affected employee may apply for any position opening. The employee will be considered on the same basis as any other applicant, except that the president's recommendation shall consider that the affected employee should be selected if the qualifications of the affected employee and top candidate(s) are relatively equal. The president shall notify the affected employee of his/her decision. Within five (5) calendar days of such notice, the affected employee may file a notice with the Executive Director by certified letter requesting review of the president's recommendation. The decision of the Executive Director shall be final.

B. When an appointment is terminated for special reasons, the released individual's position shall not be filled within a period of two (2) years from the date of termination unless he/she has been offered reappointment and has declined it, or has failed to respond within thirty (30) calendar days of the offer. The obligation to offer reappointment shall be satisfied by mailing a certified letter to the individual's last known address. The thirty-day period shall begin the date said offer is postmarked.

C. The employer shall maintain a list of those individuals whose full-time employment was terminated for special reasons with a copy to the Congress. An individual's name shall remain on the list for a period of two years from the date of notice of termination. For that two-year period, the employer will notify the individual of full-time vacant positions for which he/she may be qualified to apply. If the individual applies for any such position, the employer shall give due consideration to the individual's prior service in the community college system, provided, however, that actual appointment to any such position remains within the discretion of the employer.

D. A member who is recalled to employment to his/her position shall regain all rights and privileges he/she had at the time of the termination, including tenure, rank, and salary and shall not be considered as a new staff member for the purposes of fringe benefits provided under this Agreement, subject to any requirements of insurance carriers.

Section 7. Statement to Employee

Termination for special reasons shall not be considered a non-renewal of a standard appointment or a dismissal for cause. Notices in writing to this effect shall be provided to each individual affected and shall include a statement that the reason for termination is not dissatisfaction with service rendered.

Section 8. Employer Decision

The decision of the employer as to the need for termination or reassignment for special reasons shall be final.

ARTICLE XIV

SEPARATION BECAUSE OF INCAPACITY

When a professional staff member has become physically or mentally incapable of or unfit for the efficient performance of duties of his/her position, the employer may separate the individual in good standing. Unless otherwise agreed, any medical determination hereunder shall be only by mutually agreed-upon medical authority.

Any such action shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XV

TRANSFER AND RESTRUCTURING

Section 1. Definition

Transfer is the appointment by the Board of a professional staff member to a community college other than the one at which he/she is employed. Transfers may be initiated by the Board or by a professional staff member.

Section 2. Application for Transfer

In the event the transfer is initiated by the professional staff member, application for transfer shall be made directly to the president of the college to which transfer is desired. Applicants shall inform the president of the college from which transfer is desired of any such application at the time the application is made. Candidates for transfer are subject to the same selection procedures as any other applicant for an available position.

Section 3. Tenure

Loss of tenure pursuant to a transfer initiated by the Board shall be for cause as specified in Article XVI and shall be subject to the grievance and arbitration provisions of this Agreement.

Section 4. Restructuring

This Agreement is made on the basis of circumstances at the time of the Agreement. In the event of restructuring of higher education (which shall include campus closings or the mandated termination of major academic or student-service programs employing ten (10) or more members of the unit), the employer and the union agree to negotiate to the extent required by law, provided that notice of termination to the affected employee(s) in the case of termination of such programs may be given ninety (90) days following notice to the union.

ARTICLE XVI

DISMISSAL AND DISCIPLINE

No professional staff member shall be dismissed or otherwise disciplined except for just cause and with full due process, as specified in this Agreement.

Each individual for whom dismissal is under consideration or who is suspended shall be notified of his/her right to union representation. A copy of said notice shall be provided to the Congress office.

Section 1. Dismissal

A. Dismissal is an action by the Board or its designee which terminates the appointment of a professional staff member for cause. Dismissal for cause shall include, but not be limited to the following:

(1) incompetent or inadequate performance of responsibilities of the position or repeated neglect of these responsibilities;

(2) repeated noncompliance with reasonable regulations or reasonable directives of the Board, the president, or designated management employees;

(3) conduct which impairs the effective performance of assigned responsibilities or impairs the rights of students or of other staff members;

(4) the use of fraud, collusion, or misrepresentation of a fact material to obtaining employment with the college and/or status therein.

B. The appointment of a staff member may be terminated according to the following dismissal procedure:

(1) The president or the Board shall notify the professional staff member in writing that termination of his/her appointment is under consideration. Said notice will contain a statement of the reasons for the proposed termination.

(2) The professional staff member may respond in writing within fourteen (14) calendar days of receipt of notice from the president.

(3) If, after considering the response of the professional staff member, or if the professional staff member has not responded within the fourteen (14) day period, the employer or its representative determines to dismiss the professional staff member, the employer or its representative shall so notify the member in writing of the decision.

(4) Within fourteen (14) calendar days of the notice of the president's decision, the professional staff member may appeal such decision by filing a written grievance at Level Two of the grievance procedure set forth in Article VII of this Agreement.

Section 2. Discipline

Nothing within this Article shall preclude the Board or its representatives from disciplining members of the professional staff by means less than discharge, provided that such discipline shall be for just cause as specified in Section 1A above for dismissals.

Section 3. Suspension Pending Discipline or Discharge

When it is necessary, an individual may be suspended, with full salary and benefits, pending disciplinary action.

Section 4. Investigatory Interview

If a bargaining unit member reasonably believes that an investigatory interview conducted by the employer will result in discipline or place his/her job security in jeopardy, she/he may have a Congress representative present at any such interview.

ARTICLE XVII

SABBATICAL LEAVE AND FULL-TIME LEAVE FOR PROFESSIONAL DEVELOPMENT

Section 1. Preamble

Sabbatical leave and full-time leave for professional development are educational leaves.

The purpose of sabbatical leave is to provide an individual with time and support for scholarly or creative endeavors which will benefit the college and advance the individual professionally or enable the individual to develop resources or materials to enrich teaching or administrative responsibilities.

Full-time leave for professional development shall consist of a full-time leave of absence without or with pay. It may be granted for such purposes as study, research, or service as a consultant. If the leave for professional development is with pay, the cost of providing part-time replacement for unit members shall be made pursuant to funds available under this Agreement.

Section 2. Eligibility and Conditions

A. Sabbatical Leave

Sabbatical leave is granted by the Board for a full year on half salary or a half-year on full salary, or for such period and portion of salary as agreed to by the applicant and the Board. Any leave time, no matter how long its duration, granted and used hereunder, shall constitute a sabbatical leave.

Professional staff members become eligible for sabbatical leave after six consecutive years of full-time service. An individual may be considered during his sixth year of full-time service, but the sabbatical shall not commence until he has completed six years of service. Once a sabbatical leave has been taken, the professional staff member shall again become eligible for sabbatical leave after six additional consecutive years of full-time service following completion of the sabbatical. The recipient must agree to return to the college for at least one year of service following the leave.

The recipient of a sabbatical leave is permitted to receive other remuneration in the form of fellowships, assistantships, grants, honoraria, or consultant fees; however, an individual on sabbatical leave is generally not expected to engage in paid employment elsewhere. Each applicant for sabbatical leave shall disclose, as part of his/her proposal, all anticipated remuneration and, if paid employment is

involved, he/she shall describe the relationship of such to the purpose of sabbatical leave outlined above. All compensation while on sabbatical shall not exceed the regular salary (base pay plus longevity) of the recipient plus the expenses attributable to the leave.

B. Full-Time Leave for Professional Development

Professional staff members are eligible for full-time leave for professional development after one year of service on a full-time standard appointment, subject to the following conditions: (1) the applicant's professional duties permit his/her absence for the period of time requested; (2) the leave is of value to the college; and, (3) if with pay, there is no other remuneration to the professional staff member.

Full-time leave for professional development may be granted for up to one year and the Board may authorize an extension of the leave for an additional year.

Section 3. Rights

Sabbatical leave and full-time leave for professional development shall be considered as continuous service for longevity (if leave with pay, on a pro-rata basis), placement in the salary schedule, and retirement pursuant to the individual's particular state approved retirement plan.

All fringe benefits shall be continued during the period of sabbatical leave and full-time leave for professional development, if with pay.

Any other terms and conditions of full-time leave of absence for professional development are to be agreed upon by the staff member concerned, who may request representation by the Congress. The final agreement shall be in writing.

Full-time leave for professional development shall be considered as continuous service for sabbatical leave, but shall not be included as accumulated time required to qualify for sabbatical leave.

Section 4. Number

The number of professional staff members on sabbatical leave at any time at a college shall not exceed five (5) percent of the full-time professional staff in the bargaining unit, unless otherwise recommended by the Executive Director and approved by the Board, except that at colleges with less than twenty such professional staff members, one such member may be granted a sabbatical in any given year. For the purpose of calculating this limitation, twelve-month staff on sabbatical leave during the summer months shall not be considered a part of the five (5) percent limitation.

Subject to the limitations which follow, it is anticipated by the parties that the Board will grant sabbatical leaves to five (5) percent of the bargaining unit. For each year of this Agreement, provided there are sufficient qualified applicants and provided that there is no net cost to the system, the Board shall grant sabbatical leaves to five (5) percent of the full-time professional staff. The Congress shall be consulted with regard to any modification of sabbatical leave decisions necessary to comply with this provision. Eligibility for sabbatical leave and full-time leave for professional development creates no condition expressed or implied that such a leave must be granted by the Board.

Section 5. Sabbatical Leave and Professional Development Committee

At each college there shall be a Sabbatical Leave and Professional Development Committee elected by the members of the bargaining unit. The size and composition of the committee shall be determined by the president and shall reflect, whenever possible, the ratio of teaching faculty, non-teaching faculty, and administrators at the college. This committee shall have the responsibility to review all applications for sabbatical leave and full-time leave for professional development and make recommendations to the president which shall list in priority order applicants recommended for sabbatical leave at full pay.

The Sabbatical Leave and Professional Development Committee shall keep a written record of the dates of all meetings, attendance at meetings, and materials considered. These records and materials shall be in the custody of the president or his designee. The committee shall not disclose its records or recommendations except as provided herein.

The committee shall make a recommendation to the president concerning the allocation of professional development money made available pursuant to this Agreement. The recommendation shall address the proportion of such professional development money to be utilized for short-term leave, partial leave, and full-time leave. The recommendation of the committee is advisory to the president whose decision is final.

The operation of this committee shall be subject to the supervision of the president or his designee.

Section 6. Procedure

Applicants for sabbatical leave and full-time leave for professional development shall prepare a proposal for leave which describes the prospective activity and indicates the contribution it will make to the individual concerned and the college, utilizing a form established by the employer. This proposal shall be presented to the president six (6) months in advance of the requested leave and by December 1st of the year prior to the year in which the sabbatical would occur.

The president shall seek the recommendation of the supervisor. In making his recommendation, the supervisor shall be guided only by the criteria contained in this Article. Prior to making his recommendation to the president, the supervisor shall meet with the applicant and discuss his intended recommendation with the applicant.

The president shall also seek the recommendation of the Sabbatical Leave and Professional Development Committee. In making its recommendation, this committee shall be guided only by the criteria contained in this Article. Prior to making his/her recommendations for professional development leave or sabbatical leave to the Board, the president or his/her designee shall meet and discuss his/her intended recommendations with the committee. Where there are differences between the president and the committee, the committee may forward a statement of the reasons for its position to the Board, with a copy to the president.

In addition, the president may consult with and/or seek the recommendations of other representatives of the employer, provided, however, that the president shall inform persons under consideration of any formal recommendation process and any such recommendations shall be guided only by the criteria contained in this Article. Formal recommendations made to the president by other employees of the

college shall be consistent with the following:

(a) Recommendations shall be limited to bargaining unit members for whom the management personnel have direct supervisory responsibility.

(b) Management recommendations shall be guided by the criteria contained in this Article and management personnel shall give consideration to all materials specified and the recommendations of the supervisors and the committee.

The foregoing shall not be deemed to limit the right of the president to consult others as provided in this paragraph.

The professional staff member shall be entitled to know the formal recommendations at each level and the decision of the Board, which shall be final.

Section 7. Board Action

A. Sabbatical Leave

By February 15, the president shall forward recommendations to the Board for final determination and shall list in priority order applicants recommended for sabbatical leave at full pay. The president's recommendations may exceed the five percent limitation on the number of sabbatical leaves granted by the Board. The Executive Director shall consolidate said recommendations for action by the Board. The Board shall act on the recommendations by May 1. Within 30 days following the decision of the Board, any individual recommended for a sabbatical leave at full pay, whose leave was not voted by the Board, shall have the opportunity to request that the president recommend a sabbatical leave at half pay. Approval of additional sabbaticals hereunder shall not obligate the Board to consider additional sabbatical leaves at full salary.

B. Leave for Professional Development

Within ninety (90) days of receipt of the proposal, the president shall forward his recommendation to the Board for final determination. The Board shall act on the recommendation within sixty (60) days.

ARTICLE XVIII

SHORT-TERM AND PARTIAL LEAVE FOR PROFESSIONAL DEVELOPMENT

Section 1. Short-Term Leave

The Board encourages professional staff members to attend appropriate professional meetings, conferences, and seminars consistent with the needs of the college. Leave for these purposes for a period of up to five (5) working days with pay may be granted by the president.

In the case of a denial of a request for short-term leave, the president or his/her designee shall meet with the individual concerned to discuss the reasons for the denial. The decision of the president or his/her designee shall be final.

Expenses incurred by the staff member may be reimbursed from funds made available under this Agreement.

Section 2. Partial Leave

A. Definition and Purpose. Partial leave for professional development shall consist of released time or a reduced assignment. In the latter case, the staff member shall be paid a pro-rata salary for the portion of his/her assignment which remains after such leave has been granted. This leave may be granted for such purposes as study, research, or services as a consultant.

B. Eligibility and Conditions. Professional staff members are eligible for this leave after one (1) year of service on a full-time standard appointment, subject to the following conditions: (1) the applicant's professional duties permit his/her absence for the period of time requested; (2) the leave is of value to the college; and (3) in the case of released time, no additional remuneration is received by the professional staff member.

C. Denial and Meeting. In the case of a denial of a request for partial leave, the president or his/her designee shall meet with the individual concerned to discuss the reasons for the denial.

D. Funding. The cost of providing part-time replacements for unit members provided with released time hereunder shall be from funds made available under this Agreement.

ARTICLE XIX

OTHER LEAVES

Section 1. Leave of Absence Without Salary

Upon recommendation of the president, which recommendation shall not be unreasonably withheld, leave of absence without salary may be granted by the Board for a period not to exceed two years, except that upon establishment of actual disability such leave shall be granted. Professional staff members are eligible for leave of absence without salary after two years of full-time service on standard appointments, except that a leave for educational advancement or a leave for child-rearing may be granted after one year of service.

The terms and conditions of such a leave of absence shall be agreed upon by the president and the staff member concerned, who may be represented by the Congress. The agreement shall be in writing and shall be subject to the approval of the Board.

Any such leave designated as educational leave without salary shall be considered as continuous service for retirement pursuant to the individual's particular state-approved retirement plan. Insurance benefits for individuals on such educational leave shall be continued, if the individual pays the employer's contribution for said benefits.

Sick leave shall accrue in any month in which a professional staff member is on a leave of absence without salary, on a pro-rata basis, calculated to the nearest quarter-day.

Section 2. Sick Leave

A. Entitlement and Conditions. All full-time professional staff members

accrue sick leave with pay for continuous service at the rate of one and one-quarter days per calendar month from the date of initial employment. All part-time professional staff members in the bargaining unit accrue sick leave with pay for continuous service from the date of initial employment at the rate of one and on-quarter days per calendar month multiplied by the following fraction: the number of hours worked per week divided by 35. Earned sick leave is granted to a professional staff member who is incapacitated for duty. An acceptable medical certificate is required to substantiate a request for sick leave in the following situations: any period of absence of more than five (5) consecutive working days; sick leave during annual vacation; leave of any duration if absence from duty recurs frequently or habitually, provided that the employee has been notified that a certificate will be required; leave of any duration when evidence indicates reasonable cause for requiring such a certificate. Sick leave shall be calculated in quarter-day units.

B. Compensation at Retirement. Upon retirement, pursuant to Chapter 66 of the General Statutes of Connecticut, a professional staff member shall be compensated at the rate of one-fourth of her/his daily salary for each day of sick leave standing to her/his credit as of his last day on the active payroll, up to a maximum of 240 days.

C. Retention of Accrued Sick Time. Unit members whose services are terminated pursuant to Article XIII shall have accrued sick leave credited upon reinstatement within two years of the date of termination.

D. Emergency Sick Leave. The Board policy on emergency sick leave, as applied to bargaining unit members, will be continued. The parties may discuss alternative arrangements in the event of unusual circumstances. In this regard, the parties have identified the possibility of employees who have in excess of 240 days accumulated making contributions in excess of five days.

Section 3. Special Leave

A. Conditions. Special leave is leave for personal emergencies which is to be charged to sick leave. It shall be calculated in quarter-day units.

B. Purpose. Special leave shall be granted for the following reasons: (1) dental, medical, or eye examination or treatment for which arrangements cannot be made outside of working hours; (2) when presence at work will expose others to contagious diseases; (3) in the event of death in the immediate family, when as much as five working days' leave with pay shall be granted (immediate family means husband, wife, father, mother, sister, brother, or child, or any other relative who is domiciled in the professional staff member's household); (4) if critical illness or severe injury in the immediate family or household creates an emergency which requires the attendance or aid of the professional staff member, when up to three working days' leave with pay in a calendar year shall be granted. The president may also grant necessary time, not to exceed in the aggregate a total of three working days' leave per calendar year, to fulfill the obligations of travelling to, attending, and returning from funerals of persons other than members of the immediate family. Special leave shall be contingent upon the availability of earned sick leave and charged against sick leave.

Section 4. Personal Leave

A. Entitlement. Each full-time member of the professional staff who has served in a position for a minimum of six months shall be granted three days' per-

sonal leave of absence with pay in each calendar year.

Each part-time member of the professional staff who has served in a position of a minimum of six months shall be granted one and one-half days' personal leave of absence with pay in each calendar year.

B. Purpose and Conditions. Personal leave of absence shall be for the purpose of conducting private affairs, including observance of religious holidays, and shall not be deducted from vacation or sick leave credits. Personal leave of absence days not taken in the calendar year in which they are granted shall not be accumulated. Except in an emergency situation, professional staff members shall give at least three working days' notice to the appropriate management representative and should take personal leave of absence on days and in a manner which are least disruptive of the instructional program and the educational progress of students. To facilitate this consideration, personal leave days shall be calculated in half-day units.

Section 5. Leave for Civil Obligations

A. Military Leave. A professional staff member who is a member of the armed forces of the State or of any reserve component of the United States and is required to undergo active duty or field training therein shall be entitled to a leave of absence with pay for a period not exceeding three calendar weeks of such active duty or field training. Military leave shall not be charged against the annual vacation.

A professional staff member who has served in a full-time position for more than six months and who has left the employ of the community colleges in order to serve in the armed services is eligible for reinstatement according to the provisions of Section 5-255(c) of the General Statutes of Connecticut.

B. Jury Duty. Professional staff members who are summoned to court to perform jury duty or who are subpoenaed to attend court or board hearings to testify in matters in which they have no personal or pecuniary interest shall suffer no loss of salary thereby, but they shall be required to remit to the Board any sums of money received in compensation for such duty or attendance.

Section 6. Maternity and Parental Leave

A. Maternity Leave

1) Entitlement. Disabilities caused or contributed to by pregnancy, abortion, miscarriage, childbirth, and recovery therefrom shall be treated like any other temporary disability. At the option of the professional staff member concerned, accrued sick and/or vacation leave or portions thereof may be utilized for childbearing disabilities.

In addition, the Board recognizes the right of professional staff members to maternity leave as provided below.

2) Conditions. Sick leave may be utilized for any such period of disability, provided that the employer may require that a medical doctor certify that any period in excess of five (5) days to which sick leave is applied is medically necessary as a result of or to recover from said disability.

After all employee-designated sick and vacation leave have been exhausted, said professional staff member shall be granted, upon request, a maternity leave of up to twelve months without salary, except that adjustments in the duration of the leave may be made by mutual agreement between the president and the staff member concerned to insure that such leave is least disruptive of the instructional program of the college and the educational progress of students. Time on maternity leave shall be considered as continuous service for purposes of sabbatical leave, but shall not be included as accumulated time required to qualify for sabbatical leave.

3) Reinstatement. Provided that the professional staff member shall return to full-time service no later than twelve months from the beginning of maternity leave, subject to the adjustments stipulated in (2) above, she shall be restored, subject to any provisions on staff reductions, to the same rank with the same salary and fringe benefits which she had attained at the time such leave was granted, plus the appropriate increase in benefits accorded to persons of that rank and salary and any and all improvements in fringe benefits established through negotiations between the Congress and the Board during the period of such leave.

For up to twelve (12) months from the beginning of maternity leave, part-time return to service may be arranged by mutual agreement between the staff member concerned and the president of the college, subject to the following: in the case of an employee holding a special appointment or a standard appointment which has not been renewed in accordance with Article IX, Section 3, a leave shall not extend beyond, and provisions for reemployment shall not apply beyond, the termination date of the appointment unless the employer agrees in writing to such extension.

B. Parental Leave. Parental leave shall be granted in accordance with the provisions of Section 1 of this Article. Parental leave may be granted for: (1) the purpose of rearing a child under the age of nine months for whom the professional staff member has legal responsibility; or (2) the prenatal and postnatal care of a wife.

Section 7. Miscellaneous Leave Provisions

Professional staff members who are transferred into the community college system shall not be deprived of sick, vacation, and special leave privileges previously earned in another Connecticut state agency or in a community college prior to its transfer to the jurisdiction of the Board of Trustees of Regional Community Colleges.

ARTICLE XX

HOLIDAYS AND VACATIONS

Section 1. Holidays

All nonteaching professional staff members shall be granted time off with pay for the following holidays:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

If said staff members are required to work on a holiday, or if a holiday falls on a day on which they are not regularly scheduled to work, they shall be granted equivalent time off which shall not be unreasonably assigned. Additional pay may not be substituted for time off. Equivalent time off must be utilized in the calendar year in which accrued.

Section 2. Vacations

A. Entitlement

1) Full-time teaching faculty employed on a 10-month basis shall receive such vacations as are officially listed in the academic calendar of the college, and may be excused from further responsibilities during the term of the appointment by the president of the college upon completion of all academic and administrative duties, including commencement.

2) After six months of continuous employment in State service, full-time administrators, counselors, librarians and non-teaching professionals employed on a 10-month basis are entitled to a total of 18.3 working days of vacation accrued at the rate of 1.83 days per calendar month of service.

3) After six months of continuous employment in State service, part-time administrators, counselors, librarians and non-teaching professionals employed on a 10-month basis are entitled to vacation accrued at the rate of 1.83 days per calendar month of service multiplied by the following fraction: the number of hours worked per week divided by 35.

4) After six months of continuous employment in State service, full-time professional staff members employed on a 12-month basis are entitled to a total of 22 working days of vacation each calendar year accrued at the rate of 1.83 days per calendar month of service.

5) After six months of continuous employment in State service, part-time professional staff members employed on a 12-month basis are entitled to vacation accrued at the rate of 1.83 days per calendar month of service multiplied by the following fraction: the number of hours worked per week divided by 35.

B. Conditions

1) Vacation days taken by administrators, counselors, librarians and non-teaching professionals are subject to prior approval by the president of the college. It is expected that administrators, counselors, librarians and non-teaching professionals will take a minimum of three weeks vacation each calendar year. However, in extenuating circumstances, vacation days may be carried over into a new calendar year with the written approval of the president of the college, which approval shall not be unreasonably withheld, but may not be accumulated to a total of more than 120 days.

2) Vacation days do not accrue during any month in which an administrator, counselor, librarian or non-teaching professional is on leave of absence without salary for more than five days.

C. Adjustments on Termination

1) If an administrator, counselor, librarian or non-teaching professional has taken more vacation days than would have been accrued at the rate specified in "A" above, the

college shall, on termination, deduct from his/her pay the value of vacation days taken in excess of the amount accrued.

7) Any eligible administrator, counselor, librarian or non-teaching professional leaving State service shall receive a lump sum payment for accrued but unused vacation time, except that all administrators, counselors, librarians or non-teaching professionals who have been notified of termination of their appointment are required to use all accumulated vacation time prior to expiration of the final appointment year unless other arrangements are specifically authorized in writing by the college president, which authorization shall not be unreasonably withheld.

ARTICLE XXI

SALARY AND FRINGE BENEFITS

Section 1. Salary

A. General Negotiated Salary Increases. All general negotiated salary increases provided in this Section shall be added to and become part of the base salaries of members of the bargaining unit and shall be additional to the annual salaries to which bargaining unit members are entitled. During the term of this Agreement, members of the bargaining unit shall receive negotiated salary increases as follows:

1) 1984-85. Effective retroactive to June 22, 1984 for twelve-month employees and July 6, 1984 for ten-month employees, all members of the bargaining unit shall receive an increase of 7.5 percent in annual salary.

2) 1985-86. Effective June 21, 1985 for twelve-month employees and July 5, 1985 for ten-month employees, all members of the bargaining unit shall receive an increase of 7 percent in annual salary.

B. Adjustment in Salary Schedule

1) A sum equal to .958 percent of total annual salaries shall be available for distribution by the parties in 1984-85 retroactive to the effective date of the general negotiated increases, and shall be a part of the base salary of the unit members to whom the distribution is made. These funds shall be used to increase the salary grid by two 2.5 percent steps. Distribution to individuals shall be by agreement between the parties. The revised grid for 1984-85 is attached as Appendix B.

2) A sum equal to .541 percent of total annual salaries shall be allocated for distribution by the parties in 1985-86. These funds shall be used to increase the salary grid by one 2.5 percent step. Distribution to individuals shall be by agreement between the parties. The revised grid for 1985-86 is attached as Appendix C.

3) Any dispute between the Board and the union with regard to the distribution of the funds provided in paragraphs 1) and 2) above shall be subject to arbitration in accordance with this standard: Allocation shall emphasize internal consistency within classifications, provided that the parties shall not be precluded from considering the relationship among classifications within the bargaining unit.

4) The sum of $45,000 shall be allocated in each year of the Agreement for resolution of claims for position level changes.

5) In each of the first two years of the Agreement, there shall be allocated $29,000 for teaching faculty promotions and $16,000 for administrator, counselor, librarian and non-teaching professional promotions.

6) $16,000 for 1984-85 and $18,000 for 1985-86 shall be allocated for the resolution of grievances per concurrence by the parties.

7) The "roll out" for sums provided in paragraphs 1-6 shall not exceed the dollars specified.

C. Salary Grid. For 1984-85, the minimum salaries and the salary standards/seventh-year targets previously established shall be increased by 7.5% in addition to the adjustments specified in B 1) above, and for 1985-86, the minimum salaries and the salary standards/seventh-year targets shall be increased by 7% in addition to the adjustments specified in B 2) above. The increases shall be effective at the same time as the general negotiated increases. A schedule of minimum salaries and salary standards/seventh-year targets is attached hereto as Appendices B and C.

D. The increase in the gross payroll for each year of the Agreement and the "roll-out" into the next fiscal year shall not exceed 8.97 percent for 1984-85 and 8.02 percent for 1985-86.

Section 2. Longevity

Professional staff members in the bargaining unit shall continue to receive Semiannual payments in addition to salary according to the following schedule:

Longevity Category	Longevity Base	Years of Service 10-14 Yrs.	15-19 Yrs.	20-24Yrs.	25 Yrs. or more
G	$320	$ 80	$160	$240	$320
F	400	100	200	300	400
E	440	110	220	330	440
D	480	120	240	360	480
C	600	150	300	450	600
B	660	165	330	495	660
A	780	195	390	585	780

Such semiannual longevity lump-sum payments shall be made during the months of April and October of each year except that a retired employee shall receive, during the month immediately following retirement, a prorated payment based on the proportion of the six-month period served prior to the effective date of his/her retirement.

Longevity Category (The job titles used here are for purposes of longevity determination only. Individuals will continue to receive longevity payments on the basis of these titles as they existed prior to the adoption of the new classification system in 1984.)

A. Director of Academic Division (12 mo.)

B. Director of Academic Division (10 mo.)
Director of Library Services (12 mo.)
Director, Administrative Division (12 mo.)
Counselor III (12 mo.)
Professor

C. Director of Administrative Division (10 mo.)
Director of Library Services (10 mo.)
Administrative Department Head (12 mo.)
Counselor III (10 mo.)
Counselor II (12 mo.)
Associate Professor

D. Administrative Department Head (10 mo.)
Assistant Administrative Department Head (12 mo.)
Assistant Director of Library Services (12 mo.)
Counselor II (10 mo.)
Counselor I (12 mo.)
Librarian III (12 mo.)
Student Services Assistant III (12 mo.)
Assistant Professor

E. Assistant Director of Library Services (10 mo.)
Assistant Administrative Department Head (10 mo.)
Counselor I (10 mo.)
Librarian III (10 mo.)
Librarian II (12 mo.)
Student Services Assistant II (12 mo.)
Student Services Assistant III (10 mo.)
Instructor

F. Librarian II (10 mo.)
Librarian I (12 mo.)
Student Services Assistant II (10 mo.)
Student Services Assistant I (12 mo.)
Educational Services Aide (12 mo.)

G. Librarian I (10 mo.)
Student Services Assistant I (10 mo.)
Educational Services Aide (10 mo.)

Section 3. Retraining and Professional Development

A. The sum of $75,000 shall be allocated for leave and assistance for professional development for each year of the Agreement.

B. The sum of $75,000 shall be allocated for retraining for each year of the Agreement.

Section 4. Insurance and Retirement Benefits

A. Retirement

1) Entitlement. The present retirement plans provided by Chapter 66 of the General Statutes of Connecticut, as modified herein, by Public Act 75-636 and by Chapter 167 of the General Statutes of Connecticut shall be continued for eligible professional staff members in the bargaining unit.

In accordance with the provisions of Section 5-278(e), the following additional employees shall be eligible to participate in the State Employees' Retirement Fund: Kevin F. Wolfe, Kathleen T. Evans.

2) Modifications. The following modifications for employees covered under Chapter 66 are hereby incorporated into this Agreement:

a) The retirement benefits for all persons employed by the State on June 30, 1980 (whether or not they were employed at the time of the Fitzpatrick decision), and who retire on or after July 1, 1980, will be computed for all state service prior or subsequent to July 1, 1980 exclusively under the "future rules." (See Appendix D for "old rules" and "future rules.")

By entering into this Agreement, neither side has waived its rights under litigation currently pending contesting the validity of "future rules."

b) Grandfather Clause

(1) Notwithstanding the prior paragraph, any employee who on June 30, 1980 is eligible for immediate retirement (age 50 with 10 years) shall not suffer any reduction in the dollar amount of retirement benefits he/she was eligible for on June 30, 1980 by reason of remaining in State employment on and after July 1, 1980.

(2) A grandfathered employee who stays in State service after June 30, 1980 and who subsequently retires without having reached the retirement age specified under the "future rules" (Age 55 with 10 years) and who elects immediate benefits shall receive only his grandfathered benefit, together with a refund of his/her pension contribution for service after June 30, 1980, and will not be entitled then or thereafter to a recomputation based on service after June 30, 1980.

(3) The "grandfathered benefit" is calculated by multiplying the total accrued percentage as of June 30, 1980 under the "old rules" based on age and years of service as of that date times the final average salary determined on the date of retirement after June 30, 1980.

Example: An employee on June 30, 1980 is age 52 with 10 years of service and final average salary of $10,000. The dollar amount of retirement benefits he/she is eligible for on June 30, 1980 is 1.12% x 10 years x $10,000. If the employee remains in State service after June 30, 1980, the amount of grandfathered benefit percentage is determined by multiplying 1.12% x 10 years, or 11.2%. If the employee subsequently retires at age 53, with 11 years of service with a final average salary of $10,500 and elects immediate benefits at time of retirement, his/her benefit is determined by multiplying 11.2% x $10,500. If the employee subsequently retires at age 55 with 13 years of service and a final average salary of $12,000, his/her benefit is determined under the future rules by multiplying 1.2% x 13 years x $12,000.

The grandfathered benefit is not increased by any retirement COLA for the period prior to actual retirement. For the period subsequent to actual retirement after June 30, 1980, the retiring employee is understood to be eligible under current retirement law to a 3% retirement COLA.

(4) An employee with a grandfathered benefit who retires on or after July 1, 1980 prior to age 55 and who takes immediate retirement benefits, waives any right to a redetermination of benefits when he/she attains age 55. If he/she does not elect immediate benefits (and does not withdraw his/her contributions), he/she remains eligible for deferred vested benefits otherwise payable at retirement on or after age 55 and is understood to have waived his/her grandfathered benefit.

c) Pension Grace Period. For those employees who are covered under the terms of this Agreement:

(1) Each employee retiring on or after July 1, 1979 but prior to January 1, 1980 and the spouse of any such deceased employee who had elected the husband and wife retirement income option shall be eligible for an annual five (5) percent cost of living allowance commencing on the first anniversary date following completion of nine (9) months in retirement. Such cost of living allowance shall be computed on the basis of the retirement allowance to which such employee was entitled on the day preceding his/her latest anniversary date. The anniversary date of such employee shall be the first day of January or the first day of July following completion of nine (9) months after the effective date of retirement. If on any subsequent applicable anniversary date, the Retirement Commission determines that the national consumer price index for urban wage earners and clerical workers for the previous twelve (12) month period has increased less than the cost of living allowance provided by this subsection, the cost of living allowance provided by this subsection shall be adjusted to reflect the change in such index, provided such cost of living allowance shall not be less than three (3) percent.

(2) Each employee retiring on or after January 1, 1980 and the spouse of any such deceased employee who had elected the husband and wife retirement income option shall be eligible for an annual three (3) percent cost of living allowance commencing on the first anniversary date following completion of nine (9) months in retirement. Such three (3) percent cost of living allowance shall be computed on the basis of the retirement allowance to which such employee was entitled on the day preceding his/her latest anniversary date. The anniversary date of such employee shall be the first day of January or the first day of July following completion of nine (9) months after the effective date of retirement.

3) Salary Pay-out for 10-Month Staff. Any individual on a 10-month appointment who has completed the work obligations of his/her appointment period and who retires after May 1, but before September 1, shall receive, upon retirement, pursuant to Chapter 66, credit for the entire appointment year and the remaining bi-weekly payments due for the entire appointment year, together with any amounts held back previously.

B. Individual Retirement Annuities. Benefits shall be made available on a voluntary basis to eligible professional staff members, as provided in Section 5-264 of the General Statutes of Connecticut, whereby under certain conditions the Board of Trustees of Regional Community Colleges may enter into an agreement involving purchase of an individual retirement annuity contract that will qualify for income tax benefits.

C. Medical Insurance. For the duration of this Agreement, the State shall continue in force the health insurance coverage, including contributions, in effect on June 30, 1984, except as modified by arbitration decisions applicable to this unit. As of June 30, 1984, said coverage includes: Blue Cross/Blue Shield Century 96; Blue Cross "Co-Pay" Plan for Dental Care with riders A and C; and Major Medical co-insurance with a $100 deductible, coverage of 80% of the first $2000 of claims and 100% of the excess during a benefit period, and a $1,000,000 maximum benefit.

D. HMO'S (Health Maintenance Organization). In lieu of coverage under group health insurance plans set forth above, except dental plans, bargaining unit members may elect to become members of an eligible health maintenance organization. Staff members who elect the option of membership in the HMO in lieu of coverage under contractual group health insurance plans must make such election in writing. The employer will pay toward HMO coverage an amount equal to the expense on behalf of such employee and his/her dependents and family as if such employee did not elect to become members of the HMO, provided that the payment will be no more than the actual cost of HMO coverage.

E. Group Life Insurance. Professional staff members shall continue to be eligible to participate in the State's group life insurance plan pursuant to Section 5-257 of the General Statutes of Connecticut.

Section 5. Workers' Compensation

A. Workers' Compensation Coverage and Payments. Where an employee has become temporarily totally disabled as a result of illness or injury caused directly by his/her employment, or sustained in the course of his/her employment, said employee may, pending final determination as to the employee's eligibility to receive workers' compensation benefits, charge said period of absences to existing leave accounts. Where a determination is made supporting the employee's claim, State authorities shall take appropriate steps to rectify payroll and leave records in accordance with said determination. Upon final and non-appealable decision by appropriate State authority that an employee is entitled to receive workers' compensation benefits, said employee shall receive his/her first payment no later than (4) four weeks following such determination. Accrued leave time may be used to supplement workers' compensation payments up to but not beyond the regular salary.

B. Extended Benefits. The benefits of Section 5-142, Paragraph A of the General Statutes shall continue to be applicable to the extent, if any, that said provision may have been applicable prior to the effective date of this Agreement.

C. Insurance. The State will continue to provide benefits and coverage pursuant to Sections 5-142 (a) and (b) of the General Statutes. The employer will continue to pay the applicable current contributions for life insurance and hospital and medical insurance for the period of time the employee is on a work-related disability leave under Paragraph A of this Section.

Section 6. Travel Expenses and Reimbursements

A. Within funds appropriated to the Board, the Board shall have full authorization to allocate funds for travel and to authorize the expenditure of such funds for out-of-state travel under the authority of the Executive Director or his/her designee.

B. An employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the rate of $.24 per mile effective July 1, 1982 and $.25 per mile effective July 1, 1983 subject to the following limitation that no mileage reimbursement shall be paid for travel 10 miles or less per week.

Employees shall be notified of the minimum insurance requirements prior to using their personal vehicles in the performance of duties.

C. During the life of this Agreement, any employee who is required to travel out of state on employer business shall be reimbursed at the following rates:

Breakfast	$ 4.00
Lunch	$ 6.00
Dinner	$13.00
Misc.	$ 3.00 (Maximum)
TOTAL	$26.00 per diem

Section 7. Death Benefit

Upon death of an employee who has completed ten (10) years of State service, the employer shall pay to the beneficiary one-fourth (1/4) of the deceased employee's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to sixty (60) days pay. The provision of this Section shall take effect July 1, 1980.

Section 8. Tuition Waiver

In addition to the waiver of tuition and fees permitted under Chapter 164, Section 10-38h of the Connecticut General Statutes, the Board may waive tuition and fees for bargaining unit members and their spouses and dependent children at all colleges in the community college system.

Section 9. No Lapses

No money provided in sub-sections 1B, and 3A and B above and in the prior Agreement shall lapse if not disbursed or expended during any fiscal year. This provision shall supersede any conflicting state statute or regulation.

ARTICLE XXII

LABOR MANAGEMENT COMMITTEE

A. The parties agree that, in order to provide a method for the promotion of mutual goals and for addressing future considerations which may affect the continuing climate of harmony and mutual responsibility, there shall be a Labor Management Committee consisting of not more than five (5) designees of the employer and five (5) designees of the union.

B. Said committee shall meet no less than six (6) times annually and shall discuss the application, clarification, or other aspects of the terms and conditions of this Agreement as well as improvement of the parties' relationships. The committee may propose additional matters, mutually agreed upon in committee, which were not within the comtemplation of the parties to this Agreement but which deserve immediate attention or redress, subject to the provisions of Article XXIII of this Agreement.

C. If, at any time during the term of this Agreement, any insurance coverage, plan, or service incorporated by reference or described herein becomes unavailable or is altered by any third party not within the contemplation of this Agreement, that matter shall be the subject of immediate discussion hereunder, subject to the provisions of Article XXIII of this Agreement.

D. Subject to the provisions of Article XXIII, the committee shall discuss:

(1) guidelines for early retirement;

(2) appropriate community service activities;

(3) affirmative action;

(4) ways and means of improving retirement and other fringe benefits of members of the bargaining unit;

(5) day-care centers;

(6) faculty/student contact hour load.

ARTICLE XXIII

EXTENT OF AGREEMENT

The parties hereto agree that they have fully bargained with respect to wages, hours, and other conditions of employment and that the understandings and agreements arrived at by the parties are set forth in this contractual Agreement and shall constitute the sole Agreement between the parties for the duration thereof.

Therefore, for the life of this Agreement, each of the parties voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXIV

SAVINGS CLAUSE

In the event any Article, Section, or portion of this Agreement should be declared unlawful by any court of competent jurisdiction, such decision shall be held to apply only to the specific Article, Section or portion thereof specified in the court's decision. Upon issuance of such a decision, the Board and the Congress agree to immediately negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XXV

TERM AND DURATION OF AGREEMENT

This Agreement shall be effective upon signature by the parties and approval by the General Assembly, in accordance with Section 5-278(b) of the General Statutes, and shall expire June 30, 1987.

On or after November 15, 1985, either party may reopen this Agreement solely for the purpose of negotiating:

(1) Sections 1,2,3 and 6 of Article XXI for the third year of this Agreement;

(2) Dollars to fund payment to unit members whom the parties have jointly identified as having been assigned additional duties during the period of this Agreement which do not require a position level change;

(3) Dollars to fund the impact of the reconsideration of the position placement of such generic classes which the parties agree to refer to the Rating Committee;

(4) The use of parenthetical titles, provided that this shall not be a waiver of the Board's position that titles are not a mandatory subject of bargaining;

(5) Summer-session salaries for 1987 and nursing faculty summer-session salaries for 1986.

THE BOARD OF TRUSTEES OF REGIONAL COMMUNITY COLLEGES

By: _____
Andrew McKirdy
Executive Director

THE CONGRESS OF CONNECTICUT COMMUNITY COLLEGES

By: _____
Sidney Lipshires
President

Negotiating Team:

William Vincent

William Schwab

Richard Cooper

Myrna Miller

Del Higham

Marie Salamon

Negotiating Team:

Robert Allen

Gail Dunnrowicz

Sandra Fisher

George Fitch

Bettina Gangi

Anne Gifford

Frank Chiaramonte

John Titley

Robert Barber

Coreen Sumple

Chief Negotiator:
Jackson W. Foley, Jr.

Bruce Harvey

Roger Hinze

Gilbert Jackson

Nicles Lefakis

Susan Logston

Raymond Maraffino

Justin Pagano

D. Wyley Peckham

Vivian Shortreed

Laquetta Smith

Dorian Wilkes

Chief Negotiator:
Donald C. Pogue

APPENDIX A

TABLE OF RANK AND MINIMUM QUALIFICATIONS

TEACHING FACULTY

RANK	DEGREE AND YEARS OF TEACHING OR OTHER APPROPRIATE EXPERIENCE	
Professor	Doctorate	and 9 years
	Sixth Year or equivalent	and 12 years
	Master's or equivalent	and 15 years
Associate Professor	Doctorate	and 6 years
	Sixth Year or equivalent	and 9 years
	Master's or equivalent	and 12 years
Assistant Professor	Doctorate	and 2 years
	Sixth Year or equivalent	and 4 years
	Master's or equivalent	and 6 years
Instructor	Doctorate	
	Sixth Year or equivalent	and 1 year
	Master's or equivalent	and 2 years

ADMINISTRATORS, COUNSELORS, LIBRARIANS, AND NON TEACHING PROFESSIONALS

CLASSIFICATION	*DEGREE AND YEARS OF APPROPRIATE EXPERIENCE	
Community College Professional 8	Associate's or equivalent	and 0-2 years
Community College Professional 9	Associate's or equivalent	and 0-2 years
Community College Professional 10	Associate's or equivalent	and 2-5 years
Community College Professional 11	Associate's or equivalent	and 2-5 years

CLASSIFICATION	*DEGREE AND YEARS OF APPROPRIATE EXPERIENCE	
Community College Professional 12	Bachelor's or equivalent	0-3 years
Community College Professional 13	Bachelor's or equivalent	and 0-3 years
Community College Professional 14	Bachelor's or equivalent Master's or equivalent	and 3-6 years
Community College Professional 15	Bachelor's or equivalent Master's or equivalent	and 3-6 years
Community College Professional 16	Master's or equivalent	and 2-5 years
Community College Professional 17	Master's or equivalent	and 2-5 years
Community College Professional 18	Master's or equivalent	and 4-7 years
Community College Professional 19	Master's or equivalent	and 4-7 years
Community College Professional 20	Master's or equivalent	and 6-9 years
Community College Professional 21	Master's or equivalent	and 6-9 years
Community College Professional 22	Master's or equivalent	and 8-12 years
Community College Professional 23	Master's or equivalent	and 8-12 years
Community College Professional 24	Master's or equivalent	and 10-15 years

* These are the minimum qualifications established by the Board on June 18, 1984 for each classification. The Board's action also authorized the Executive Director "to establish specific minimums for each type of position assigned to that classification" and "to establish qualifications less than minimum in order to meet market conditions."

APPENDIX B

1984-85

12-MONTH A,C,L AND NTP SALARY MATRIX

PL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8	10,739	11,038	11,336	11,635	11,933	12,231	12,529
9	11,513	11,834	12,153	12,473	12,793	13,113	13,432
10	12,287	12,629	12,970	13,312	13,653	13,994	14,335
11	13,255	13,623	13,991	14,360	14,728	15,096	15,464
12	14,319	14,717	15,115	15,512	15,910	16,308	16,706
13	15,480	15,910	16,340	16,770	17,200	17,630	18,060
14	16,641	17,103	17,566	18,028	18,490	18,952	19,415
15	17,996	18,495	18,995	19,495	19,995	20,495	20,995
16	19,544	20,086	20,629	21,172	21,715	22,258	22,801
17	21,092	21,677	22,263	22,849	23,435	24,021	24,607
18	22,930	23,567	24,204	24,841	25,478	26,115	26,751
19	24,863	25,536	26,246	26,937	27,628	28,319	29,009
20	27,090	27,843	28,595	29,348	30,100	30,853	31,605
21	29,412	30,229	31,046	31,863	32,680	33,497	34,314
22	32,121	33,013	33,906	34,798	35,690	36,582	37,475
23	35,024	35,996	36,969	37,942	38,915	39,888	40,861
24	38,120	39,178	40,237	41,296	42,353	43,414	44,473

Appendix B

1984-85

10-MONTH A,C,L AND NTP SALARY MATRIX

PL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8	8,949	9,198	9,446	9,695	9,944	10,192	10,441
9	9,594	9,861	10,128	10,394	10,661	10,927	11,194
10	10,239	10,523	10,808	11,092	11,377	11,662	11,945
11	11,046	11,353	11,659	11,967	12,273	12,580	12,887
12	11,933	12,264	12,596	12,927	13,258	13,589	13,921
13	12,900	13,258	13,616	13,975	14,333	14,691	15,050
14	13,868	14,252	14,637	15,023	15,408	15,793	16,179
15	14,996	15,412	15,829	16,245	16,663	17,080	17,496
16	16,286	16,739	17,190	17,643	18,095	18,548	19,001
17	17,576	18,064	18,552	19,040	19,530	20,018	20,506
18	19,108	19,639	20,169	20,700	21,231	21,762	22,293
19	20,721	21,296	21,872	22,447	23,023	23,598	24,175
20	22,575	23,202	23,828	24,456	25,083	25,710	26,338
21	24,510	25,190	25,871	26,553	27,233	27,913	28,595
22	26,768	27,511	28,255	28,998	29,742	30,486	31,229
23	29,186	29,997	30,808	31,619	32,430	33,240	34,051
24	31,766	32,649	33,530	34,413	35,295	36,178	37,061

Appendix C

1985-86

12-MONTH A.C.L AND NTP SALARY MATRIX

PL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8	11,811	12,130	12,449	12,768	13,087	13,406	13,726
9	12,662	13,004	13,346	13,689	14,031	14,372	14,715
10	13,513	13,878	14,244	14,609	14,974	15,338	15,704
11	14,577	14,970	15,365	15,759	16,153	16,546	16,941
12	15,747	16,173	16,598	17,024	17,450	17,875	18,300
13	17,024	17,484	17,944	18,404	18,864	19,324	19,784
14	18,300	18,796	19,290	19,784	20,279	20,774	21,268
15	19,790	20,325	20,860	21,395	21,930	22,465	23,000
16	21,492	22,073	22,654	23,235	23,816	24,397	24,978
17	23,194	23,821	24,448	25,075	25,702	26,329	26,957
18	25,217	25,898	26,580	27,261	27,943	28,624	29,306
19	27,343	28,083	28,823	29,562	30,301	31,040	31,779
20	29,792	30,597	31,402	32,207	33,013	33,817	34,623
21	32,345	33,219	34,093	34,968	35,842	36,716	37,590
22	35,324	36,279	37,234	38,188	39,143	40,098	41,053
23	38,516	39,557	40,598	41,639	42,680	43,721	44,762
24	41,920	43,054	44,187	45,320	46,453	47,586	48,719

Appendix C

1985-86

10-MONTH A.C.L AND NTP SALARY MATRIX

PL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8	9,842	10,107	10,374	10,640	10,905	11,172	11,438
9	10,551	10,837	11,122	11,407	11,692	11,978	12,263
10	11,260	11,565	11,868	12,173	12,478	12,781	13,086
11	12,148	12,475	12,805	13,132	13,461	13,789	14,117
12	13,122	13,478	13,832	14,186	14,540	14,895	15,250
13	14,186	14,569	14,953	15,336	15,719	16,104	16,487
14	15,250	15,662	16,075	16,487	16,899	17,312	17,723
15	16,491	16,937	17,382	17,829	18,276	18,721	19,167
16	17,911	18,393	18,878	19,362	19,846	20,331	20,814
17	19,328	19,851	20,373	20,897	21,419	21,941	22,465
18	21,014	21,581	22,149	22,717	23,285	23,854	24,421
19	22,787	23,403	24,018	24,635	25,250	25,867	26,483
20	24,826	25,496	26,186	26,839	27,510	28,182	28,851
21	25,953	27,682	28,412	29,139	29,867	30,597	31,324
22	29,437	30,233	31,028	31,824	32,620	33,415	34,211
23	32,097	32,965	33,832	34,700	35,567	36,435	37,302
24	34,934	35,877	36,822	37,766	38,710	39,655	40,598

APPENDIX B

SCHEDULE OF TEACHING FACULTY MINIMUM AND TARGET SALARIES (1984-85)

Rank	Minimum 1984-85	7th-Year Target 1984-85
Professor	28,959	32,887
Associate Professor	25,037	28,927
Assistant Professor	21,113	25,593
Instructor	19,126	20,775

APPENDIX C

SCHEDULE OF TEACHING FACULTY MINIMUM AND TARGET SALARIES (1985-86)

Rank	Minimum 1985-86	7th-Year Target 1985-86
Professor	31,710	36,011
Associate Professor	27,416	31,675
Assistant Professor	23,119	28,024
Instructor	20,943	22,749

APPENDIX D

RATES OF BENEFIT (%) FOR EACH YEAR OF SERVICE ACCORDING TO YEARS OF SERVICE AND AGE OF EMPLOYEE

Read Down — For employees who retire before July 1, 1980 — Read Down

Years of Service	50*	51*	52*	53*	54*	55	56	57	58	59	60-64	65 and over
5 to 9	0	0	0	0	0	0	0	0	0	0	0	2.50
10	1.00	1.06	1.12	1.20	1.30	1.40	1.52	1.64	1.76	1.88	2.00	2.50
11	1.07	1.12	1.18	1.25	1.35	1.44	1.55	1.66	1.78	1.89	2.00	2.50
12	1.13	1.18	1.24	1.31	1.39	1.48	1.58	1.69	1.79	1.90	2.00	2.50
13	1.20	1.25	1.29	1.36	1.44	1.52	1.62	1.71	1.81	1.90	2.00	2.50
14	1.26	1.31	1.35	1.41	1.48	1.56	1.65	1.74	1.82	1.91	2.00	2.50
15	1.33	1.37	1.41	1.47	1.53	1.60	1.68	1.76	1.84	1.92	2.00	2.50
16	1.40	1.43	1.47	1.52	1.58	1.64	1.71	1.78	1.86	1.93	2.00	2.50
17	1.46	1.49	1.53	1.57	1.62	1.68	1.74	1.81	1.87	1.94	2.00	2.50
18	1.53	1.56	1.58	1.62	1.67	1.72	1.78	1.83	1.89	1.94	2.00	2.50
19	1.59	1.62	1.64	1.68	1.71	1.76	1.81	1.86	1.90	1.95	2.00	2.50
20	1.66	1.68	1.70	1.73	1.76	1.80	1.84	1.88	1.92	1.96	2.00	2.50
21	1.73	1.74	1.76	1.78	1.81	1.84	1.87	1.90	1.94	1.97	2.00	**
22	1.79	1.80	1.82	1.84	1.85	1.88	1.90	1.93	1.95	1.98	2.00	**
23	1.86	1.87	1.87	1.89	1.90	1.92	1.94	1.95	1.97	1.98	2.00	**
24	1.93	1.93	1.93	1.94	1.94	1.96	1.97	1.98	1.98	1.99	2.00	**
25 or over	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
	55*	56*	57*	58*	59*	60	61	62	63	64	65-69	70 and over

Read up — Age of Employee — Read up

For employees who retire on and after July 1, 1980

*There must be at least 10 years actual full-time state service

**Use 2.50% for 20 years to a maximum of 50%

APPENDIX E

AGREEMENT FOR PART-TIME EMPLOYEES

Article I
Recognition

Pursuant to the certifications issued by the Connecticut State Board of Labor Relations (Dec. No. 2351 and Dec. No. 2346, Case No. SE-818), the Board recognizes the Congress as the sole and exclusive agent for the purposes of collective bargaining for all part-time unclassified employees of the Board, as more expressly defined hereinafter.

A. Part-Time Teaching Employees. Such employees who are scheduled to teach two or more credit hours of credit instructions during a semester shall be included in the bargaining unit covered by this Agreement.

B. Part-Time Non-Teaching Employees. Commencing sixty (60) calendar days after initial employment, a non-teaching employee who has been and is reasonably expected to continue to be regularly scheduled for nine (9) or more hours per week shall be included in the bargaining unit covered by this Agreement.

C. Coaches. Coaches shall be included in the unit. The parties recognize that coaches are not regularly scheduled for a set number of hours per week.

Article II
Nondiscrimination

Article II of the Agreement between the Congress and the Board for employees who work twenty (20) or more hours per week is incorporated and made a part of this Agreement.

Article III
Academic Freedom

All members when teaching shall have academic freedom to conduct their courses, provided that the subject matter is that which has been specified by the college.

Article IV
Deduction of Dues/Service Fees

Deduction of dues and service fees shall take place in accordance with Article V of the Agreement between the Board and the Congress for employees who work twenty (20) or more hours per week.

Article V
Maintenance of Records

Each college shall make a good faith effort to maintain accurate records concerning part-time employees.

These records shall be accessible on a reasonable basis to the staff member concerned.

Article VI
Appointment

The offer of employment is made only by written contract executed by the president and may be subject to ratification by the Board or the Executive Director.

Each college shall make a good faith effort to inform part-time members of their employment at the earliest reasonable opportunity.

Members shall be notified of class cancellations before classes begin.

Article VII
Grievance Procedure

Article VII of the Agreement between the Congress and the Board for employees who work twenty (20) or more hours per week is incorporated and made a part of this Agreement.

Article VIII
Workload and Working Conditions

A. Teaching Members

1. Each semester shall be for a maximum of sixteen (16) weeks. Each semester shall include eighty (80) scheduled days of instruction and evaluation.

2. Teaching members of the unit shall teach their assigned course(s) in accordance with approved course descriptions and class schedules, shall perform other related responsibilities, shall be available at reasonable times to confer with students outside of class, and shall maintain accurate student records.

3. During the second week of classes, subject to subsequent modification, the teaching member shall submit to the dean and the class a course outline or overview, information as to course objectives, topics and assigned time-frames, reading and attendance requirements, and an indication of evaluative and grading mechanisms to be used.

4. Ratios of lecture hours to laboratory, studio and clinical hours shall remain in effect unless modified by Agreement of the Board and the Congress.

B. Non-teaching Members

Non-teaching members of the unit shall perform duties in accordance with their assigned job descriptions and established work schedules.

C. Indemnity, Hazardous Driving Conditions, Part-time Employment at Another College, and Health and Safety

Article X, Section 6B, G, K and L of the Agreement for employees who work twenty (20) or more hours per week shall be incorporated herein by reference.

Article IX
Evaluation

There shall be periodic evaluation as provided by the employer, which may include student evaluation, of all members of the unit. The criterion for the evaluation shall be the quality of performance of professional responsibilities as provided in Article VII of this Agreement. The professional staff member shall be notified in advance of the evaluation and shall be given an opportunity to meet and discuss the evaluation.

Article X
Discipline

Discipline shall be for just cause.

Article XI
Holidays

All non-teaching unit members shall be granted time off with pay or compensatory time for state holidays on which they would be regularly scheduled to work.

Article XII
Leaves

The Board shall provide for leaves of absence as required by law.

Article XIII
Compensation

Effective for any re-appointment beginning between July 1, 1985 and June 1, 1986, non-teaching members shall receive an increase in salary or hourly rate, as applicable, of eight percent (8%) over the previous rate which said member was paid for the same duties for 1984-85. The part-time lecturer rate shall be increased by 8% effective for the fall semester 1985.

Article XIV
Fringe Benefits

For part-time employees who are receiving health insurance benefits, the employer shall continue in force said benefits.

Employees hired after legislative approval of this Agreement who are regularly scheduled to work at least 17 1/2 hours per week shall receive health insurance coverage.

Part-time employees retain their rights existing pursuant to the Pension Agreement provided that this provision shall not be deemed to establish or confirm the applicability of said Agreement to unit members.

Article XV
Longevity

Employees shall continue to be eligible for longevity payments for the life of this Agreement in accordance with existing practice.

Article XVI
Workers' Compensation

Article XXI, Section 5 of the Agreement for employees who work twenty (20) or more hours per week is incorporated herein by reference.

Article XVII
Management Rights

The Board retains its rights as specified in Article III of the Agreement between the Board and the Congress. Those inherent management rights not restricted by a specific provision of this Agreement shall not be directly or indirectly subject to grievance or arbitration.

Article XVIII
Duration and Extent of Agreement

Articles XXIII, XXIV and XXV of the Agreement between the Congress and the Board for employees who work twenty (20) or more hours per week are incorporated and made a part of this Agreement.

In addition, on or after November 15, 1985, either party may reopen this Agreement for the purpose of negotiating Article XII for the third year of this Agreement.

SUPPLEMENTAL LETTER OF AGREEMENT

Collective Bargaining Agreement between
The Board of Trustees of Regional Community Colleges
and The Congress of Connecticut Community Colleges

RE: POSITION VACANCIES

Dear Sid:

This is to indicate, for informational purposes only, that the Board office will continue or initiate the following practices:

1. Notice of full-time position vacancies within the unit will be provided to the union. The notices will provide a general description of the duties, minimum qualifications and starting salary.

2. The practice of posting and advertising most position vacancies for thirty days will be continued. The Board office will make a special effort to ensure posting at each college.

3. To the extent possible, consistent with Section 46a-68-41 of the Regulations of State Agencies, the Board will encourage that consideration be given to candidates from within the system for position vacancies at a college. The Board will require that at least two qualified candidates from within the system receive a preliminary interview.

4. The Executive Director will issue general search procedure guidelines for full-time bargaining unit positions.

This letter is provided with the understanding that it is not subject to grievance and arbitration and does not limit Article III of the Agreement.

Sincerely,

Jackson W. Foley, Jr.

SUPPLEMENTAL LETTERS OF AGREEMENT

Collective Bargaining Agreement between
The Board of Trustees of Regional Community Colleges
and The Congress of Connecticut Community Colleges

RE: RETROACTIVITY

The parties understand and agree that the following provisions of the 1985-87 Agreement are retroactive to July 1, 1984:

Article V

Article XXI, except for Section 6

Memorandum of Understanding with regard to position level placement.

In addition, the parties agree that forms completed during the Spring 1985 semester pursuant to Article X, Section 2B, second series, of the parties' 1982-84 Agreement shall be withdrawn and replaced in the manner provided by this Agreement.

Any grievance filed prior to the effective date of this Agreement shall be processed under the parties' 1982-84 Agreement.

RE: ADDITIONAL RESPONSIBILITIES OF TEACHING FACULTY

In the course of negotiations, the parties have identified shared concerns regarding the professional responsibilities of teaching faculty beyond those associated with classroom instruction and related duties. The parties recognize that, as professionals, teaching faculty are expected to extend their services to meet other institutional needs related to the mission, goals, and priorities of the college and system. Further, the parties acknowledge that the employer has the responsibility and the right to require the satisfactory fulfillment of appropriate additional responsibilities as part of the teaching workload requirement set forth in Section 3A(2) and to evaluate the quality of services rendered under the provision as part of the employee's over-all evaluation.

To this end, each college shall publish and distribute to all members of the teaching faculty a comprehensive statement of its institutional mission, goals and priorities. At the conclusion of the spring semester, on or before June 1, each faculty member will submit a report indicating the specific activities that were undertaken to meet the obligation of Section 3A(2). The report shall recommend additional responsibilities for the following year. The report will also be included in the faculty member's professional file and be considered for purposes of evaluation. The employer will determine whether the statement satisfies the obligations specified in Section 3A(2) and is consistent with the priorities of the college and the system.

It is contemplated that questions regarding additional responsibilities may be resolved by means of correspondence or discussions during the summer months. Unit members shall not be required to participate in any such discussion and the employer shall incur no liability as the result of any such discussion.

Should it be determined that the statement does not satisfy this intent or that there are other priorities, the employer will so notify the faculty member on or before October 1. The faculty member will be encouraged to file an amended statement within fifteen days of receiving this notice. The employer will confer with the faculty member upon the request of the faculty member and make a reasonable effort to reach agreement on the additional responsibilities. By November 1, or as soon thereafter as possible, the employer shall provide a statement of additional responsibilities to the faculty member, which shall be a part of the professional file. It is recognized that circumstances may necessitate alteration in the additional responsibilities during the academic year. Changes may be initiated by either the employer or the faculty member, but must be approved by the employer.

This is a statement of intent and is not subject to grievance/arbitration, nor shall it diminish the rights of the employer under Article III.

RE: FACULTY WORK LOAD

The Board and Congress hereby agree to jointly study the distribution of student credit and contact hour load within the system, including the equating of lecture, laboratory, studio and clinical hours. It is contemplated that the study will proceed with an eye toward considering the captioned subject as a part of the wage reopener for the third year of the Agreement.

RE: POSITION LEVEL PLACEMENT

This memorandum sets forth the understanding of the parties with respect to the placement of unit members who work twenty or more hours per week.

1. The parties acknowledge that it is the present intent of the Board of Trustees to continue the classification structure recommended by Norman D. Willis and Associates. If the classification structure is discontinued, the employer will meet its obligation to bargain with respect to the compensation of new classifications.

2. So long as the employer continues the Willis classification structure, the following considerations shall apply:

   (a) Unit members who work twenty or more hours per week will be classified by the employer in the position levels recommended by Willis.

   (b) The employer will provide the union with a copy of its guidelines for position level placement.

   (c) When position placement is based on ratings by Central Office staff, the position will be referred to the Rating Committee to be rated. The committee will meet at least once each year. The final decision will be made by the Executive Director or his designee and a copy will be provided to the union.

3. Unit members who are appointed to the Rating Committee may not disclose information gained during the rating process, nor may they act as advocates or appear as witnesses in any legal or administrative proceeding, arbitration or fact-finding involving classification and compensation of unit members.

4. Whenever the employer implements changes in job descriptions or changes in assigned duties for nonteaching professionals who work twenty or more hours per week, the union but not any employee may submit views, data and information on the question of whether or not a change in duties requires a change in the position level.

   The employer shall consider whether the change in job duties is sufficiently substantial to have the effect of changing the position level placement. Where position placement is based on ratings of staff or where position placement is to a lower position level, the position or classification will be referred to the Rating Committee to be rated. The final decision will be made by the Executive Director or his designee and a copy will be provided to the union.

   If the Board discontinues the Willis job evaluation process, the Board agrees to negotiate on the question of whether or not the such changes in duties require change in the level of compensation for the position(s).

5. Effectiye July 1, 1985, job descriptions will be revised to reflect changes in duties which require a change of position level. The Congress shall receive a copy of all job descriptions revised pursuant to this paragraph.

6. The Board will refer the generic classifications of Registrar and Director of Admissions to the Rating Committee. Beyond this, the Board shall have no obligation to consider changes which took place before the effective date of this memorandum.

7. For each of the first two years of the Agreement, $45,000 shall be available for position level changes. The employer shall have no obligation to effect changes in compensation beyond the extent of these dollars. All the dollars shall be expended or carried over for expenditure in subsequent years.

8. No unit member shall have his/her annual salary reduced as a result of this memorandum of understanding.

9. The Board retains the right to increase salaries of unit members, notwithstanding the provisions of this memorandum. In this regard, the Board will continue to attempt to provide funding for such changes, including reclassifications, made pursuant to this paragraph.

10. Employees who are appointed to a new position which has a higher position level shall be placed at the step in the new position level which will provide an increase in annual salary at least equal to one step at the new position level, but not to exceed the salary standard of the new position level.

11. The agreement between the Board and the Congress dated June 29, 1984, shall continue.

12. The provisions of this memorandum of understanding shall not be directly or indirectly subject to the grievance and arbitration provisions of the Agreement.

RE: SALARY ADJUSTMENTS UPON PROMOTION

Notwithstanding the provisions of Article XII, Section 3, the parties agree that each Community College Professional who completed ten years of service on or before July 1, 1984 shall receive a salary increase equal to one 2.5% step if promoted during the life of this Agreement.

RE: DAY AFTER THANKSGIVING

The purpose of this letter is to give recognition to the interest of unit members in being able to use accrued leave time on the day after Thanksgiving. It is recognized that the decision to close the college involves a weighing of the public interest and the rights of other employees. At the same time, we recognize that it is in our mutual interest to facilitate a mechanism for providing for a reduced staffing structure or college closing on the day after Thanksgiving. To this end, it is agreed that unit members who are not scheduled to work on Friday after Thanksgiving may be scheduled to work on a holiday when the college is open.

RE: CLASS CANCELLATION

The parties recognize the desirability of providing timely notice of class cancellation due to inclement weather to clinical nursing instructors. Accordingly, every effort will be made to inform the Directors of Nursing of cancellation by 6:00 a.m. or as soon thereafter as reasonably possible.

RE: EVALUATION

The parties have agreed to cooperate as follows:

1. The Board of Trustees will retain a consultant to advise it with respect to improving the evaluation process, including but not limited to modification of evaluation forms.

2. The consultant will have the advice of an advisory committee. The union may recommend bargaining unit designees to the committee.

3. In the event that the Board seeks to implement new evaluation forms based on the consultant's recommendation, the Board shall notify the union in writing of the proposed changes. If the union objects to any of the proposed changes, it shall notify the employer. If after 30 days the parties cannot resolve the dispute over the changes in the evaluation forms, the dispute may be submitted to advisory arbitration.

4. This memorandum shall not limit the Board's rights under Article III.

RE: PROCEDURES FOR PROMOTION

For the 1985-86 academic year, the parties contemplate the use of a single Promotion Committee at each campus which shall constitute a one-year trial. This committee shall include proportional representation of administrators. The employer's agreement that administrators, counselors and librarians shall be considered for promotion in this manner shall terminate at the end of the 1985-86

academic year and shall revert to the status quo unless the parties agree otherwise.

For 1984-85, the parties have agreed that teaching faculty, counselors, librarians and administrators shall be eligible for promotions in accordance with Article XII, except as modified below:

> The supervisor shall complete his/her actions by April 15; the Promotion Committee shall complete its actions by May 15; the president shall forward his/her recommendations to the Board for consideration by the Board Personnel Committee in June, 1985.

RE: MERIT PAY

It is understood and agreed that Section 5 of Article XII does not constitute a waiver of the Board's legal position that its right to provide merit recognition is not limited to lump-sum payments.

RE: SABBATICALS

This memorandum records the understanding of the parties with respect to the provision of sabbatical leaves.

1. The employer will continue its practice of allotting dollars to the colleges based on the cost and/or savings resulting from sabbaticals which are granted and utilized.

2. Notwithstanding the provisions of Article XVII, Section 2A, the Board may provide for consideration of and grant sabbatical leaves to employees who work and have worked in the system for twenty or more hours per week for at least ten years. Such sabbaticals shall be subject to the limitations of Article XVII.

RE: ADJUSTMENTS IN SALARY SCHEDULE

The parties agree that the dollars allocated for adjustment in the salary schedule shall be used to increase the minimum and salary standard/seventh-year target salaries by two 2.5 percent steps in 1984-85 and by one 2.5 percent step in 1985-86. These adjustments shall be in addition to the general negotiated salary increases and increases in the salary grid provided pursuant to Article XXI, Section 1A and C.

Actual distribution of dollars shall be by mutual agreement, provided that the parties intend that the dollars be allocated to adjustments in the community college professional classification structure and in the salary structure of the teaching faculty in appropriate proportions (based on the present ratio). In addition, the parties intend that the dollars be allocated to place unit members in the CCPL salary structure "on step," and to move toward "on step" placement of teaching faculty through the use of the "State University formula" modified to be based on years of service as a ranked member of the teaching faculty with movement toward the seventh-year target at each rank.

RE: RETRAINING

In the course of negotiations, the parties have identified the need to foster and encourage retraining and redirection of staff competencies. While the parties recognize that it is often difficult to identify new areas of need and to anticipate areas for retrenchment, it is agreed that both unit members and management share a responsibility to be aware of and to plan for such changes. Accordingly, the parties have agreed that upon the approval of the 1984-87 Agreement, they shall inform all members of the professional staff through a joint letter of their commitment to provide retraining opportunities, as outlined herein.

1. Both unit members and management are encouraged to identify potential areas for retraining. It is the expectation of the parties that either the bargaining unit member or management would suggest a retraining program for a unit member or members.

2. The Executive Director may approve retraining programs within the limits of funds provided under the Collective Bargaining Agreement. Priority may be given to unit members in those areas or programs which may be subject to reduction or elimination.

3. The general allocation to the colleges of dollars made available under Article XXI of the Collective Bargaining Agreement shall be by agreement between the Board and the union. In addition, on each campus there shall be a Retraining Committee composed of an equal number of management and bargaining unit representatives, the size of the committee to be determined by the college president. The committee shall publicize retraining opportunities and, where practicable, review and rank proposals in order of their merit. The committee shall submit its recommendations to the president who will forward them, with his/her recommendations, to the Executive Director, who shall make the final determination. The decision of the Executive Director shall be final.

4. The parties intend that the dollars allocated shall be distributed.

RE: SUMMER-SESSION SALARIES

Bargaining unit members covered by this Agreement who teach summer-session credit extension courses shall be compensated at $1,300 per three-credit course for 1985 and 1986.

RE: 1985 SUMMER-SESSION SALARIES FOR NURSING FACULTY

The summer-session rate for nursing faculty shall be increased by 8% over the previous rate for the same duties performed during the summer of 1984.

RE: RELEASED TIME

Notwithstanding the provisions of Article IV, Section 3B of the Agreement, the parties recognize that there has been an advantage in having released time in excess of this standard in the case of the incumbent president of the union. Accordingly, it is agreed that, upon the recommendation of the president of Manchester Community College, the Board will consider and may grant released time in excess of the six-credit hours noted above. This exception to the general interpretation of the subject contract provision is limited to the circumstances within the history area at Manchester Community College. No other exceptions to this general rule are contemplated by the parties and the employer has no obligation to consider requests for such exception.

RE: ARTICLE X, SECTION 3A(1)

This is to confirm the understanding of the parties that the addition to Article X, Section 3A(1) is technical in nature and may not be used by either party to advance its position with respect to the interpretation of Article X. In any dispute or future consideration of this Article, including but not limited to arbitration, negotiations and fact-finding, Article X shall be considered as if the new language had not been made a part of it.

Board of Trustees of Regional
Community Colleges

By: Andrew McKirdy
Executive Director

Congress of Connecticut
Community Colleges

By: Sidney Lighthires
President

SUPPLEMENTAL LETTER OF AGREEMENT

Collective Bargaining Agreement between
The Board of Trustees of Regional Community Colleges
and the Congress of Connecticut Community Colleges

RE: LONG-DISTANCE PHONING

Dear Jack:

This is to inform you that the Congress will establish and publicize to unit members a toll-free telephone number for use when it is needed for union business.

Sincerely,

Sidney Lipshires

INDEX

Items in full capitals designate Articles of the Agreement. Items with an initial capital designate Sections of Articles. Lower-case items refer to topics within Sections. Items in quotation marks do not appear as such in the Agreement but are designed to provide additional reference. Abbreviations used: BOT, Board of Trustees; SL, Supplemental Letter. The several parts of the Appendix are not indexed. For Appendix items, see Table of Contents.

absence, leave of, without salary, 38
academic discipline, contact with one's, 17, 18
ACADEMIC FREEDOM (VI), 5-6
accuracy of facts, right to contest, 12
Additional employment, 22
Additional responsibilities, 18; SL 67
advising of students; student organizations or activities, 18
affirmative action, 30
appeal of alleged promotion violation, 27, 28
Appearances (grievance meetings), 8
Application file, 12
Application for transfer, 32
APPOINTMENT AND REAPPOINTMENT (IX), 13-17
Arbitrability, 10
Arbitration, 8; hearing, 10
Arbitrator: authority, selection of, 9; decision and review, 10
areas of improvement: tenure, 17; promotion, 26, 28
attach written comments, right to, 11
Audio-visual materials and copyrights, 23
Authority to appoint and reappoint, 14

Board of Trustees: rights of, 2; meetings of, 4; grievance involving an action of, 7; files of, 12

Calculation/payment schedule (dues, service fees), 5
campus grievance representative, 11
Cancellation of classes, 23; SL 70
career development activities, participation in, 18
Changes in assignment, 23
Chapter meetings, 3
Civil obligations, leave for, 41
Class cancellation/coverage, 23; SL 70
class preparations, 19
class schedule, assignment of, 20
Collective bargaining, 1
college convocations, 17, 18
College files, 11
college-wide committees, participation on, 18
commencement ceremonies, 17
community service activities, participation in, 18
compensation: newly-hired ten-month staff, 13; sick leave at retirement, 39; salary increases, 43
compensatory time, 22
Congress: activity, 3; recognition of, 1; rights of, 2
contest accuracy of facts, right to, 12
Contract administration training, leave for, 4
cooperative education, 20
Copyrights, 23
Costs (arbitration), 10
course outline or overview, 18
Criteria: evaluation, 24; promotion, 27; tenure, 15-16; sabbatical leave, 34; full-time leave for professional development, 35

"deadlines" - see "time limits"
Death benefits, 50
DEDUCTION OF DUES AND SERVICE FEES (V), 4
denial of request for short-term leave, 37
disciplinary action, 12
Discrimination, 1-2
Discuss evaluation, opportunity to, 25
DISMISSAL AND DISCIPLINE (XVI), 32-34
divisional/department committees, 17, 18
Dues, 4
Duties: all professional staff, 17; teaching faculty, specific, 17; nonteaching professional staff, 21

Layoff: reasons (termination/reassignment), 29
Eligibility: tenure, 13; promotion, 25; sabbatical leave professional development, 36; partial leave, 38
eligibility lists: tenure, 15; promotion, 25
Emergency sick leave, 39
EMPLOYEE RIGHTS (III), 1-2
Enterprise Wheel, 10
equivalent time off, 62
EVALUATION (XI), 24-25, SL 70
equity, questions of (in grievance), 7
Executive Director (in grievance), 7, 8
Extension of time limits (in grievance), 8
EXTENT OF AGREEMENT (XXIII), 51

Facilities, use of, 2
Faculty initiated courses, 28
Field work placement, 28
File(s): college personnel, professional, 11; application 12; BOT: general, grievance, 12
Forms: evaluation, 25; promotion application, 26
four difference class preparation, credit for, 39
FRINGE BENEFITS, SALARY AND (XVI), 43-50
Funding: part-time replacements, 78

Gender, 2
General File (BOT), 12
Grandfather clause (retirement), 66
GRIEVANCES (XII), 6-10; informal adjustments, 6; procedure, 7; mediation panel, 8; arbitration, 8-10; file, 12
grievance representative, statement of activities as, 11
Group life insurance, 48

Health, 39
Hearing (arbitration), 10
HOLIDAYS AND VACATIONS (XV), 41-43
HRD'S, 68
Hours of work and work year; non-teaching professional, 21; teaching faculty, 20

Improvement, staff, 25
INCAPACITY, SEPARATION BECAUSE OF (XIX), 32
Indemnity for liability, 22
independent study, supervising of, 19
individual retirement annuities, 48
informal adjustments (of grievances), 6
information (in grievances), 8
insurance retirement benefits, 46; medical, group life, 48; workers' compensation, 49
investigation of alleged violation, 28
investigatory interview, 34

job description, right to request, 21
jury duty, 40

LABOR MANAGEMENT COMMITTEE (XXII), 50-51
laboratory and studio hours, ratio of lecture hours to, 19
leaves: (see under respective type; e.g., sabbatical, maternity, etc.)
level(s) (in grievance), 7, 8
limitations (use of files), 12
lists: tenure eligibility, 15; evaluation, 24; promotion eligibility, 26; supervisor recommendation, 26; Promotion Committee recommendation, 27; sabbatical leave/professional development committee recommendations, 36
Long-distance phoning, SL 74
Longevity, 44
Longevity category, 45

MAINTENANCE OF RECORDS (VIII), 11-13
management recommendations: tenure, 14
Maternity leave, 40
meal allowance, 49
Mediation panel (grievance), 8
medical insurance, 48
Meetings: of Board, 4; of Chapter, 3; grievance, 8; Tenure Committee, 15; Promotion Committee, 27; Sabbatical Leave/Professional Development Committee, 36
merit recognition, 28, SL 71
mileage, reimbursement for, 49
Military leave, 40

new instructional technique, development of, 19
No layoff, 30
Non-appointment of standard appointments, 14
Nondiscrimination, 1

Nontenured professional staff, specific duties of, 21
Notice (of arbitration), 8; of termination or reassignment, 30
Notice of intent not to renew, 14
Number (of staff on sabbatical leave), 35

office hours, 17; additional, 19
Opportunity to discuss evaluation, 25
Optional peer evaluation, 25
OTHER LEAVES (XIX), 38-41
Outside employment, 22

Parental leave, 41
Partial leave, 38
Part-time employment at another community college, 24
patient charts, review of, 19
Payroll deduction (Political Action Committee), 5
peer evaluations, 18; optional, 25
Pension grace period, 47
Periodic evaluation, 24
Personal leave, 39
Personnel file, 11
Placement, 30
Political Action Committee, payroll deduction for, 5
Position level placement, SL 68
position notices (placement or recall), 31
Position openings, 6
Position vacancies, SL 66
preparations, number of, 19
president: (in grievance), 7; (tenure), 15; (promotion), 26-28; (sabbatical and professional development leaves), 36-37
Procedures: grievance, 7; tenure, 15; promotion, 26; sabbatical leave, 36
Professional day, 22
professional development activities, developing, 19
PROFESSIONAL DEVELOPMENT, FULL-TIME LEAVE FOR (XVII), 36, 35
Professional File, 11
Programmatic reasons (termination/reassignment), 29
PROMOTION (XII), 25-29; SL 70
Promotion Committee, 27

ratio of lecture hours to laboratory and studio hours, 19
RECOGNITION (I), 1
RECOGNITION (I) (of Congress), 1
RECORDS, MAINTENANCE OF (VIII), 11-13
records, student, 18
Redress (employee rights), 2
registration, assistance in, 18
Reimbursements, travel expenses and, 49
Released time for union business, 3; SL 1
Remand (of grievances), 8
removal from professional file, 12
representative, grievance, 11; investigatory interview, 34
reprimand, 12
RESTRUCTURING, TRANSFER AND (XV), 32
Retirement or resignation, notice of, 24; compensation at (sick leave), 39; benefits, 46
Retraining and professional development, 45; SL 72
Retroactivity, SL 63
RIGHTS OF THE BOARD OF TRUSTEES (III), 2
RIGHTS OF THE CONGRESS (IV), 2-6
RIGHTS, EMPLOYEE (III), 1-2
right to appeal alleged violation of supervisor/Promotion Committee/management official recommendation, 27, 29
right to contest accuracy of facts, 12
routine reports, 18

SABBATICAL LEAVE AND FULL-TIME LEAVE FOR PROFESSIONAL DEVELOPMENT (XVIII): 34-37; procedure, 36; SL 74
Sabbatical Leave and Professional Development Committee, 36
Safety, 24
Salary: entitlement to one-half normal annual, 20; upon promotion, 29; target, 29; pay-out at retirement (10-month staff), 46; SL 70, 71, 72
SALARY AND FRINGE BENEFITS (XVI), 43-50
Salary grid, 44
SAVINGS CLAUSE (XXIX), 51
schedule, teaching, 20
scheduling priorities, 21
Selection (of arbitrator), 9
SEPARATION BECAUSE OF INCAPACITY (XIX), 32
Service fees, 6
SHORT-TERM AND PARTIAL LEAVE FOR PROFESSIONAL DEVELOPMENT (XVIII), 37-38
Sick leave, 39; emergency, 39
Sick time, retention of accrued, 39
special appointments, 13
special college projects, participation in, 18

special leave, 39
special reports, preparation of, 18
Staff Improvement, 25
standard appointment, 13
statement of activities as campus grievance representative, 11
Statement to employee (in termination for special reasons), 31
Steelworker's Trilogy, 10
steps (in grievance), 7
student organizations and activities, 18
student records, 18
Summer session: deduction of dues and service fees from salaries, 5; assignments, 23; salaries, 54, 72 nursing faculty, 54, 72
supervisor recommendation: tenure, 15; promotion, 27; right to appeal, 28
Suspension, 36
syllabi, 17

target salary, 26
teaching and related duties, 17
teaching faculty, specific duties of, 17; work load, 19
tenure, 14
tenure: procedure, 15; effect on (in reassignment), 30; loss of (in transfer by Board), 32
Tenure Committee, 15
tenured appointment, 13
TERM AND DURATION OF AGREEMENT (XXV), 52
TERMINATION OR RELEASE/REMENT FOR SPECIAL REASONS (XIIII), 29-31;
Thanksgiving, day after, 54, 66
"time limits":
for grievance involving action of the Board, 7;
grievance level one, 7;
grievance level two, 7, 8;
arbitration notice, 8;
extension of (in grievance), 8;
eligibility for tenure list, 15;
tenure committee recommendations, 16;
president's recommendation for tenure, 17;
evaluation list, 26;
president's promotion eligibility list, 26;
supervisor recommendation: tenure, 15; promotion, 26;
promotion committee recommendation, 27;
appeal of supervisor/Promotion Committee/management official recommendation, 28;
"time limits": (continued)
president's recommendation for promotion, 29;
sabbatical leave and professional development: application, 36;
president's recommendation, 37;
Board action, 37
TRANSFER AND RESTRUCTURING (XV), 32
travel expenses, 49
tuition waiver, 50

Union assignments, leaves of absence for, 3
Union business, released time for, 3
Union representation: at grievance, 7; for purpose of negotiating changes in assignment, 23; at investigatory interview, 34; for purpose of agreement on terms and conditions of leave of absence without salary, 38
Use of facilities, 2

VACATIONS, HOLIDAYS AND (XX), 61-62

WORKING CONDITIONS AND WORK LOAD (X), 17-24; 54, 73
work load: teaching faculty, 19; nonteaching professional staff, 21; 54, 68
work year: teaching faculty, 20; nonteaching professional staff, 22
Workers' compensation, 49
written comments, right to attach to file, 11

Disclaimer: This INDEX is provided for informational purposes only and has no significance with regard to interpretation of this Agreement.

1986-87 WAGE REOPENER AGREEMENT

The parties have fully negotiated as provided in Article XXV and have agreed to the following which shall be applicable to employees who work 20 or more hours per week:

1. 1986-87. Effective July 4, 1986 for twelve-month employees and July 18, 1986 for ten-month employees, all members of the unit shall receive an increase of 5.95% in annual salary. In addition, (a) the amount of 1.78% of base payroll shall be available for step increases for unit members below step 10 of the Community College Professional (CCP) salary structure and to provide for increases to teaching faculty below the target salaries for 1986-87 and (b) the amount of 56% of base payroll shall be available for increases in lieu of increments for unit members who are outside the CCP and faculty salary structures and for adjustments pursuant to paragraph 2 below. The increases shall be the flat dollar amount of the top step for the CCP structure and 2.5% of the minimum on each rank for the faculty structure. The adjustments indicated in a) and b) above shall be effective on the same dates as the general negotiated increases.

2. The CCP salary schedule shall be adjusted as follows for 1986-87:

   a) Three new steps shall be created at the top of the 1985-86 salary schedules. Unit members who are not on step shall be moved to the next closest step which does not result in a decrease in salary.

   b) The ten-step grid will be adjusted by 5.95%. The 1986-87 grids are provided as attachments 1 and 2.

3. The teaching faculty minimum and 9-year targets for 1986-87 shall be:

	Minimum 1986-87	Target 1986-87
Professor	$32,661	$ 39,585
Associate Professor	$28,238	$ 34,224
Assistant Professor	$24,495	$ 29,688
Instructor	$22,189	$ 26,893

4. The parties confirm the availability of $45,000 in 1986-87 for resolution of claims for position level changes.

5. The parties agree to $95,000 for 1986-87 promotions. To the extent these dollars are utilized for additional promotions, the allocation decision shall give consideration to the appropriateness of additional non-teaching promotional opportunities.

6. The parties agree to $20,000 for the resolution of grievances.

7. The cost for the sums provided in paragraphs 1 - 6 shall not exceed the dollars available in 1986-87.

-6-

8. The parties affirm the availability of $75,000 for professional development and $75,000 for retraining, as provided in Article XXI, Section 3. The parties may allocate up to $50,000 designated for retraining to fund professional development.

9. The parties agree to revise the longevity program, consistent with the following:

   a) Unit members shall be placed in the longevity schedule which is attached as Schedule A.

   b) The cost shall be $97,200 dollars above the cost of implementing 1985-86 longevity payments.

   c) Available dollars shall be used to place unit members in the revised longevity schedule.

   d) Unit members presently receiving longevity shall not receive less than the 1985-86 longevity category and benefit level.

10. Article XXI, Section 6 is revised, effective July 1, 1986, to read as follows:

Section 6. Travel Expenses and Reimbursements

A. Within funds appropriated to the Board, the Board shall have full authorization to allocate funds for travel and to authorize the expenditure of such funds for out-of-state travel under the authority of the Executive Director or his/her designee.

B. An employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the General Services Administration rate, subject to the following limitation that no mileage reimbursement shall be paid for travel 10 miles or less per week.

Employees shall be notified of the minimum insurance requirements prior to using their personal vehicles in the performance of duties.

C. During the life of this Agreement, any employee who is required to travel out-of-state on employer business shall be reimbursed at the following rates:

Breakfast	$ 4.00
Lunch	$ 6.00
Dinner	$13.00
Gratuities	15% ($3.45 Maximum)
TOTAL	$26.45 per diem

In addition, a $1.00 lodging payment may be provided if authorized out-of-state travel is for a period of ten full working days. The same amount may be authorized for each additional ten full working-day periods.

CC8038

11. Summer session pay shall be as follows:

1987	$1,422 per three credit course
1988	1,530 per three credit course

Part-time Nursing (general fund)

1986	9.25% adjustment to base
1987	7.5% adjustment to base, unless the parties otherwise agree.

SUPPLEMENTAL AGREEMENT REGARDING PART-TIMERS

The parties have fully negotiated as provided in Article XXV and have agreed to the following, which shall be applicable to the part-time employees who work fewer than 20 hours per week:

1. Article XIII of Appendix E is revised, effective July 1, 1986, to read as follows:

   Effective for any re-appointment beginning between July 1, 1986 and July 1, 1987, non-teaching members shall receive an increase in salary or hourly rate, as applicable, of 9.25% over the previous rate which said member was paid for the same duties for 1985-86.

2. The part-time Lecturer rate shall be increased to $383 and $413 per credit in accordance with the practice of the Board, effective with the Fall semester, 1986.

Board of Trustees of Regional Community Colleges

By: [signature]
Executive Director

Congress of Connecticut Community Colleges

By: [signature]
President

SCHEDULE A

Longevity

Professional staff members in the bargaining unit shall continue to receive semiannual payments in addition to salary according to the following schedule:

Longevity Category I

Longevity Base	Years of Service 10-14 Yrs.	15-19 Yrs.	20-24 Yrs.	25 Yrs. or More
1160	285	570	855	1140

Community College Professional 21 (12 month) and above

Longevity Category II

Longevity Base	Years of Service 10-14 Yrs.	15-19 Yrs.	20-24 Yrs.	25 Yrs. or More
880	220	440	660	880

Professor
Community College Professional 20 (12 month)
Community College Professional 21 (10 month)
Community College Professional 20 (10 month)
Community College Professional 20 (11 month)
Community College Professional 19 (12 month)

Longevity Category III

Longevity Base	Years of Service 10-14 Yrs.	15-19 Yrs.	20-24 Yrs.	25 Yrs. or More
780	195	390	585	780

Associate Professor
Community College Professional 18 (12 month)
Community College Professional 19 (10 month)
Community College Professional 19 (11 month)

Longevity Category IV

Longevity Base	Years of Service 10-14 Yrs.	15-19 Yrs.	20-24 Yrs.	25 Yrs. or More
688	172	344	516	688

Assistant Professor
Community College Professional 18 (10 month)
Community College Professional 17 (12 month)
Community College Professional 16 (12 month)

Longevity Category V

Longevity Base	Years of Service 10-14 Yrs.	15-19 Yrs.	20-24 Yrs.	25 Yrs. or More
588	147	294	441	588

Instructor
Community College Professional 17 (9 month)
Community College Professional 17 (10 month)
Community College Professional 16 (10 month)
Community College Professional 15 (12 month)
Community College Professional 14 (12 month)

Longevity Category VI

Longevity Base	Years of Service 10-14 Yrs.	15-19 Yrs.	20-24 Yrs.	25 Yrs. or More
508	127	254	381	508

Community College Professional 15 (10 month)
Community College Professional 14 (10 month)
Community College Professional 13 (12 month)
Community College Professional 12 (12 month)

Longevity Category VII

Longevity Base	Years of Service 10-14 Yrs.	15-19 Yrs.	20-24 Yrs.	25 Yrs. or More
436	109	218	327	436

Community College Professional 13 (10 month)
Community College Professional 12 (10 month)
Community College Professional 11 (12 month)
Community College Professional 10 (12 month)

Longevity Category VIII

Longevity Base	Years of Service 10-14 Yrs.	15-19 Yrs.	20-24 Yrs.	25 Yrs. or More
380	95	190	285	380

Community College Professional 11 (10 month)
Community College Professional 10 (10 month)
Community College Professional 9 (10 month)
Community College Professional 9 (12 month)
Community College Professional 8 (12 month)
Community College Professional 8 (10 month)
Community College Professional 8 (9 month)

Such semiannual longevity lump-sum payments shall be made during the months of April and October of each year except that a retired employee shall receive, during the month immediately following retirement, a prorated payment based on the proportion of the six-month period served prior to the effective date of his/her retirement.

1986-87

12-MONTH ACL AND NTP SALARY MATRIX

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
9	12,514	12,952	13,190	13,528	13,866	14,204	14,543	14,881	15,219	15,557
2	13,415	13,778	14,140	14,503	14,866	15,227	15,591	15,954	16,316	16,679
10	14,317	14,704	15,092	15,478	15,865	16,251	16,638	17,026	17,413	17,800
11	15,444	15,843	16,230	16,617	17,116	17,533	17,949	18,366	18,784	19,201
12	16,684	17,135	17,584	18,037	18,488	18,939	19,389	19,840	20,292	20,743
13	18,037	18,524	19,012	19,499	19,986	20,474	20,961	21,448	21,937	22,424
14	19,389	19,914	20,438	20,961	21,486	22,010	22,533	23,057	23,581	24,106
15	20,868	21,534	22,101	22,668	23,235	23,802	24,369	24,935	25,501	26,068
16	22,771	23,386	24,002	24,617	25,233	25,849	26,464	27,080	27,694	28,310
17	24,634	25,338	26,041	26,747	27,231	27,836	28,441	29,334	29,887	30,552
18	26,717	27,439	28,162	28,883	29,606	30,327	31,050	31,771	32,494	33,215
19	28,833	29,364	30,534	31,331	32,104	32,887	33,678	34,483	35,336	36,010
20	31,565	32,418	33,270	34,123	34,977	35,829	36,683	37,536	38,389	39,242
21	34,270	35,136	36,122	37,348	37,825	38,201	39,827	40,754	41,680	42,606
22	37,426	38,438	39,449	40,460	41,472	42,484	43,496	44,506	45,518	46,529
23	40,808	41,911	43,014	44,117	45,219	46,322	47,425	48,528	49,631	50,734
24	44,414	45,615	46,816	48,017	49,217	50,417	51,618	52,818	54,019	55,219

ERIC Clearinghouse for Junior Colleges SEP 09 1986